

Windham NRCD
Board of Supervisors Meeting
January 27, 2026
Board Packet
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Windham County Natural Resources Conservation District

Supervisor Meeting

6:30 PM, Tuesday, January 27, 2026

301 Barrows Rd

Brattleboro, VT 05301

<https://us02web.zoom.us/j/81689239137>

Agenda

Land Acknowledgement

We respectfully acknowledge the traditional, ancestral, unceded territory of the Abenaki People, who have stewarded this land throughout the generations.

Review Agenda for Additions or Changes

New Business

1. NRCS Updates
 - a. Draft MOU and UCA
 - b. Changes to Payment Rates and Impacts to District Local Fund Pools
2. FY26 Q2 Financial Reports
3. Cost of Living Increase for FY26 - **Board to Potentially Approve 3.0% increase to district pay scales for FY26.**
4. Southeast Supervisory Union Meeting Planning
5. Diversity, Equity and Inclusion Activity

On-Going Items

1. VACD Updates
 - a. NACD TA and Ag-CWIP Proposals
2. Annual Gathering Planning
3. Monthly Report on District Activities

Secretary's Report

Approve minutes from December 10, 2025

Review Upcoming Supervisor Meeting Dates:

Next meeting: TBD

Other Business

Executive Session for Personnel Matters

Future Agenda Items:

[Remove red instructional text before finalizing.]

MEMORANDUM OF UNDERSTANDING BETWEEN THE
United States Department of Agriculture, Natural Resources Conservation Service
AND
State of Vermont, *[INSERT NAME]* Conservation District

[Note: Other stakeholders and signatories may be added, as appropriate]

I. PURPOSE

This Memorandum of Understanding (MOU) is entered into between the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) and the *[INSERT NAME]* Conservation District (Conservation District). *[Note: Include additional stakeholders, as appropriate.]*

The NRCS and Conservation District (the Parties) have common objectives of delivering technical and financial assistance to farmers, ranchers, forest stewards, and other entities to voluntarily protect, restore, and enhance the productivity of American agricultural lands. The Parties recognize the importance of natural resources, the wise use and management of these natural resources, and, as appropriate, the protection and/or development of these natural resources. This agreement is made and entered into with the objectives of:

- Continuing to support the delivery of excellent and innovative customer service;
- Recognizing conservation planning as foundational to our work, and working together to meet the conservation planning assistance needs of our cooperators/customers;
- Strengthening and modernizing conservation delivery to optimize efficiency and effectiveness;
- Broadening our outreach to existing and new customers and partners;
- Supporting science-based decision making as close to the resource issue/opportunity as possible;
- Encouraging a voluntary approach as the primary means of accomplishing conservation goals; and
- Using sound approaches to strengthen each Party and its role in the delivery of soil, water, and related natural resource conservation across the nation.

II. BACKGROUND

The NRCS and Conservation District share a rich history of collaborating to deliver comprehensive technical and financial assistance to farmers, ranchers, forest stewards, and other entities to voluntarily protect, restore, and enhance natural resources.

The Soil Conservation Service was established in 1935 (renamed NRCS in 1994 to reflect its broader conservation mission). NRCS is committed to “helping people help the land.” It provides assistance and resources for conservation practices that improve water and air quality, prevent erosion, restore wetlands, and enhance wildlife. NRCS’s approach to mission delivery and customer service is deeply rooted in the notion that locally-led, voluntary efforts yield the most effective and productive outcomes. Locally-led conservation is the principle that farmers, ranchers, and forest stewards know their lands better than anyone else based on their personal knowledge and experience with those lands. As such, they are best positioned to make optimal decisions for the benefit of their operations, its natural resource conditions, and their communities.

The first Conservation District and the first State Conservation Agency were established in 1937 to provide local leadership in natural resources management. Conservation Districts serve as the link between federal and state agency resources with the local farmers, ranchers, and forest stewards. They are responsible for promoting and carrying out their conservation programs by assisting communities and its members develop, apply, and maintain appropriate conservation practices and resource management systems. They are authorized to provide broad area planning and implementation assistance to units of government. They are a focal point for coordinating and delivering technical assistance and funding to their respective communities.

III. STATEMENT OF MUTUAL BENEFIT

In conjunction with the NRCS, the Conservation District coordinates and implements locally led conservation plans using their connections to Federal, State, Tribal, and local governments; private resources; and the public. The Parties agree to facilitate cooperation, collaboration, and agreement between agencies, landowners, and other stakeholders; develop comprehensive conservation plans; and bring those plans to the attention of landowners and others within the district.

In addition, the Parties recognize the importance of working together to broaden strategic assessment and planning authority under the Soil and Water Resources Conservation Act of 1977 for the conservation, protection, and enhancement of soil, water, and related natural resources. The Parties further recognize that natural resources are finite and under increasing pressure from a variety of impacts. Soil, water, air, plants, animals, and energy are all addressed under the programs, initiatives, and partnership efforts of the Parties.

In order to deliver the necessary technical and financial assistance to enable locally-led, voluntary conservation, the Parties agree to adhere to the principles, roles, and responsibilities outlined in this section of the MOU. This MOU does not affect or modify existing regulations or agency responsibilities and authorities. Moreover, this MOU does not commit either part to activities beyond the scope of its respective mission and statutory authorities.

IV. RESPONSIBILITIES OF THE PARTIES

A. Locally-Led, Voluntary Conservation

The Parties agree that locally-led, voluntary conservation must be driven by natural resource conservation needs, rather than by programs. Its primary focus is to identify natural resource concerns, along with related economic and social concerns. Locally-led conservation consists of a series of activities and phases that involve community stakeholders in natural resource planning, implementation of solutions, and evaluation of results.

1. The Conservation District shall:

- a. Assist NRCS in promoting USDA programs by participating in outreach and community education activities.
- b. Advocate for a strong natural resource conservation program by keeping appropriate boards, landowners, legislators, county commissioners, and other key stakeholders apprised of conservation activities within the district.
- c. Assemble and chair the USDA local working group, as chartered under the State Technical Committee and authorized by 7 CFR 610, Part C, to encourage public participation.
 - i. Encourage diverse participation in local working groups through community outreach and education, to include stakeholders from historically underserved community.
 - ii. Open local working group meetings to the public and advertise notification of meetings in one or more newspapers, including Tribal publications.
 - iii. Develop the agenda and associated materials/information for local working groups and distribute at least 14 calendar days prior to the meeting.
 - iv. Develop and file local working group meeting records within 30 calendar days of the meetings at the local NRCS office.
 - v. Adhere to local working group responsibilities and standard operating procedures, as documented in NRCS policy (Title 440, Conservation Programs Manual).
- d. Develop the conservation needs assessment through broad-based community participation and in accordance with NRCS policy and procedures. This will provide a comprehensive evaluation of the district's natural resource base and be the basis for making decisions about local priorities or policies in all local conservation programs.
- e. Recommend local natural resource priorities and criteria for NRCS conservation activities and programs based on the conservation needs assessment and public input.
- f. Develop a District Long-Range Plan every three (3) years *[this frequency can be tailored to meet the standards for various states]* and an Annual Plan of Work each year. These documents must incorporate local and community inputs.
- g. Identify NRCS program resources, develop and implement conservation plans and natural resource systems, and evaluate/measure the technical and community impacts of solutions.
- h. Update NRCS on activities of local and state advisory committees and community groups attended by Conservation District board members and staff.
- i. Cooperate and collaborate across conservation districts, as appropriate.

2. NRCS shall:

- a. Support outreach activities and ensure the Conservation District is kept informed of NRCS activities and programs on at least a monthly basis. This includes bringing technical and financial assistance opportunities (including matching fund strategies) to the attention of the Conservation District.
- b. Work cooperatively to solicit and leverage community recommendations to inform priorities that guide the delivery of NRCS conservation programs.
 - i. Designate a representative to participate in Conservation District meetings and events, including local working group meetings. Alternatively, NRCS will chair the local working group should the Conservation District be unable or unwilling to.
 - ii. Develop and transmit written notifications to the local working group members as to the decisions made in response to their recommendations within 90 days.
- c. Respond to requests from the Conservation District for technical guidance and assistance.
- d. Partner with local and Tribal agricultural, conservation, agency, and community groups where possible, to further Conservation District natural resource conservation goals and objectives.
- e. Provide an annual summary of NRCS accomplishments to the Conservation District.

B. Adherence to Technical Standards

The Parties agree to the use of science-based decision-making to address local natural resource issues. Implementation of sound conservation plans and practices will strengthen each party, as well as their roles in the delivery of soil and water conservation.

1. The Conservation District shall:

- a. Adhere to Federal, State, Local, and Tribal laws and regulations.
- b. Adopt NRCS policies and procedures, including the NRCS Field Office Technical Guide (FOTG), and other science-based technical standards.
- c. Leverage and promote use of USDA technologies and applications, as appropriate.
- d. Assign conservation practice job approval authority to its personnel based on employee knowledge, skill, ability level, and within applicable laws and guidelines. Obtain NRCS concurrence for job approval for practices involving USDA authorities or programs.
- e. Participate in local, state, and national opportunities for policy, program, and project development.

2. NRCS shall:

- a. Develop, update, and disseminate technical standards, policies, and procedures.
- b. Seek input and comment from communities on natural resource conservation policies and issues.

- c. Inform the Conservation District and communities when pending statutes, laws, regulations, policies, or procedures may have a significant impact on the community.
- d. Develop and provide access to USDA technologies and applications to facilitate shared standards, as appropriate.
- e. Provide non-NRCS employees job approval authority in accordance with NRCS policy and consistent with State laws.
- f. Provide engineering job approval, as based on job class and in accordance with NRCS policy and Federal, State, and local laws, regulations and codes.
- g. Provide conservation planning certifications for non-NRCS employees in accordance with the NRCS policy and Federal, State, and local laws, regulations and codes
- h. Create and promote opportunities for the Conservation District board members and staff to participate in policy, program, and project development.
- i. Provide technical or other training for conservation partnership employees in conjunction with its own training, or as separate events. Training must be consistent with and support of NRCS's mission objectives. As such, the principal emphasis will be on the delivery of field-based conservation technical assistance.

V. PROTECTED DATA AND THE PRIVACY ACT

- A. Any information furnished to NRCS under this MOU is subject to the Freedom of Information Act (5 U.S.C. 552).
- B. Any protected data NRCS has given the Conservation District access to is subject to the Privacy Act of 1974, as amended, 5 U.S.C. section 552a (Privacy Act).

The Privacy Act is a federal law that establishes a code of information practices that governs the collection, maintenance, use, and dissemination of information about individuals that is maintained in an agency's system of records. Disclosure of records about an individual from a system of records is prohibited, absent the written consent of the individual, unless disclosure is pursuant to one of twelve exceptions. A routine use, as prescribed in an agency's system of records, is an exception.

For purposes of this MOU and pursuant to the Privacy Act, the following definitions apply:

- **Breach:** The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses personally identifiable information for an other than authorized purposed.
- **Incident:** An occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.
- **Personally Identifiable Information (PII):** The term PII refers to the information that can be used to distinguish or trace an individual's identity, either alone or when combined with

other information that is linked or linkable to a specific individual. It is important to recognize that information that is not PII can become PII whenever additional information becomes available – in any medium or from any source – that would make it possible to identify an individual.

- C. Data provided in support of this MOU is protected from unauthorized use and unauthorized disclosure pursuant to the administrative and/or civil remedies/criminal penalties as identified in applicable Federal statutes, including the Privacy Act and the Freedom of Information Act (FOIA), 5 U.S.C. § 552. Further, the State’s “sunshine law,” “open records act,” and/or version of the FOIA does not have a competing legal obligation that could potentially be used to compel disclosure of Section 1619 protected data identified in this MOU. Accordingly, all records disclosed under this MOU that are protected from disclosure by Section 1619 are also protected from disclosure under the State’s sunshine laws, open records act, or FOIA.
- D. The protected data types approved for disclosure are limited to a Geographical Information System (GIS) shapefile of irrigated and non-irrigated farm tracts that contains land owners and operators contact information that includes first and last name, Farm Serial Number (FSN), address, home telephone number and cell telephone number, or any other information about the agricultural and conservation activities conducted on those tracts.

Protected data approved for disclosure under this MOU shall be strictly limited to only that data necessary for the Conservation District to provide technical and financial assistance to farmers, ranchers, forest stewards, and other entities to voluntarily protect, restore, and enhance the productivity of American agricultural lands.

- E. Disclosure
 - 1. The Conservation District is authorized access to the protected agricultural data as identified herein. Access to the protected agricultural data as identified herein is to be restricted to those demonstrating a need; the Conservation District determines which staff have a demonstrated need. For purposes of this MOU, disclosure of information to the Conservation District can include receiving the protected data directly from NRCS.
 - 2. The Conservation District and NRCS will not have live information technology (IT) interconnections. In the process of disclosing the data, NRCS and the Conservation District may use any mutually agreed upon non-live information technology (IT) interconnection data transfer media and method, provided that the data transfer can be made in full compliance with applicable security and privacy statutes and regulations.
 - 3. Every person having been provided access to the protected data shall continue to be legally bound to comply with the provisions in Section 1619. This includes former USDA Cooperators, or when individuals currently affiliated Conservation District should leave the organization, every person having been provided access to the protected data shall continue to be legally bound to comply with the provisions in Section 1619.
- F. The Conservation District must provide information to NRCS indicating how the protected data shall be used. The Conservation District serves as the link between federal and state agency resources

with the local farmers, ranchers, and forest stewards. The Conservation District will use the data to promote USDA programs, facilitate local working groups (as outlined in NRCS policy), develop a conservation needs assessment, evaluate/measure the technical and community impacts of local conservation efforts, and carry out its responsibilities under this MOU.

- G. If the Conservation District or one of its employee/agents willfully discloses any PII or other information covered by this MOU to a third party not authorized to receive it, the Conservation District may be found liable to the loss and subject civil remedies, as prescribed in 5 U.S.C. 552a(g)(1) and USDA may revoke the Conservation District's access to the data under this Agreement.

- H. NRCS shall:
 - 1. Inform NRCS personnel about the protected data contents of this MOU.
 - 2. Provide the Conservation District only the protected data referenced in section IV(C) of this MOU.
 - 3. Review, and if appropriate, issue approval for the Conservation District to release the NRCS provided information that has been transformed into an acceptable statistical or aggregate form to individuals outside of this MOU.

- I. The Conservation District shall:
 - 1. Immediately notify USDA should there be data released that does not abide by this MOU; be responsible for damages to persons or property caused by the negligent acts or omissions of Conservation District employees acting within the scope of their employment in accordance with the Federal Tort Claims Act, codified at 28 USC 2671 et seq.

 - 2. Immediately destroy any protected data when the Conservation District is no longer a party to this MOU. In such cases, Conservation District shall provide to NRCS written certification that the protected data (paper and/or electronic copy) has been properly destroyed and/or removed from any electronic storage media.

 - 3. Immediately notify USDA, if the Conservation District, or its contractors, suspect, discover or are notified of a suspected or confirmed Privacy Incident relating to PII provided under this Agreement, the Conservation District shall immediately, but in no event later than two (2) hours from suspicion, discovery, or notification of the suspected or confirmed Privacy Incident. Notification to USDA includes communicating in writing with the Program Office that disclosed the data to you and/or emailing the USDA FPAC Privacy Officer at sm.fpac.privacy.office@usda.gov.

 - 4. Investigate any Privacy Incident emanating from this agreement involving USDA PII. At minimum, the investigation shall include: (1) Date of Incident, State of Occurrence (if applicable), (2) type of PII involved, (3) number of individuals whose information was exposed, (4) breach/incident method (mail, email, etc.), and (5) mitigation efforts to manage the incident. The Conservation District is responsible for carrying out all necessary measures to remedy the effects of the Privacy Incident.

5. Notify all members of the organization that will be provided access to the protected data about the existence of this MOU. Also, for the duration of this MOU (1) notification about this MOU shall be made to any individual new to the organization if that individual will be provided access to the protected data (notification shall be made prior to the individual being provided access to the protected data) and (2) periodic notification will be sent (at a frequency not to exceed 180 calendar days) to remind all with access to the protected data about the ongoing/continuing requirement to comply with this MOU.
6. Notify NRCS immediately when the Conservation District is no longer, or within 30 calendar days of the date on which the Conservation District will no longer be working in cooperation with the Secretary of Agriculture to fulfill the objectives of this MOU, whichever is sooner.
7. Provide NRCS any requests for the information from anyone outside of this MOU to NRCS for action.
8. Safeguard the protected data limiting access to those individuals working with the Conservation District to fulfill the objectives of this MOU.
9. Track staff who are provided access to data and ensure those staff's compliance with this MOU.
10. Use the protected data in accordance with this MOU.

VI. ACKNOWLEDGEMNT OF SECTION 1619 COMPLIANCE

The Conservation District agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791 as described below.

A. Responsibilities.

1. Signature on this agreement indicates acknowledgment and understanding that the Conservation District is legally bound by Federal statute to comply with the provisions of Section 1619 and that the Conservation District will not subsequently disclose information protected by section 1619 to any individual or organization that is not directly covered by this agreement. Any such subsequent disclosure of the protected information (except as permitted under Section 1619) will be considered a violation of Section 1619. The Conservation District will be held responsible should disclosure of the protected information occur.
2. Acceptance of this agreement legally binds every owner, manager, supervisor, employee, contractor, agent, and representative of the Conservation District to comply with the provisions in Section 1619. The Conservation District must consult with NRCS prior to providing protected information to an entity or individual outside of the Conservation District and as necessary to implement the program to ensure that such release is permissible.
3. The Conservation District will use the protected information only to perform work that is directly connected to this MOU. Use of the protected information to perform work that is not directly connected to this MOU is expressly prohibited.

4. The Conservation District must internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information to perform work under this MOU.
5. The provisions in Section 1619 are continuing obligations. Even when the Conservation District is no longer working towards the purposes of this MOU, or when individuals currently affiliated with the Conservation District become no longer so affiliated, every person having been provided access to the protected information will continue to be legally bound to comply with these provisions.
6. The Conservation District must notify all managers, supervisors, employees, contractors, agents, and representatives about this provision and the requirements of Section 1619. Notifications about the existence of this provision must be made to those individuals who are new to the organization and periodic notifications must be sent throughout the organization (as well as to all contractors and agents) to remind all about the ongoing and continuing requirements.
7. When the Conservation District is unsure whether particular information is covered or protected by Section 1619, the Conservation District must consult with NRCS to determine whether the information must be withheld.
8. Use of the protected information for any purpose is expressly prohibited after the period of performance end date of this MOU. Upon the MOU end date, any protected information provided under this MOU must be immediately destroyed or returned to NRCS. The Partner must provide to NRCS written certification that the protected information (paper copy, electronic copy, or both) has been properly destroyed, removed from any electronic storage media, or both.
9. Any State's "sunshine law," "open records act" or other version of the Freedom of Information Act is superseded by section 1619 under the Supremacy Clause of the U.S. Constitution. Accordingly, information protected from disclosure by section 1619 must not be released under such State laws.

B. Protected Information.

1. Examples of the types of information prohibited by disclosure under Section 1619 include, but are not limited to, the following:
 - a. State identification and county number (where reported and where located).
 - b. Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information.
 - c. Farm, tract, field, and contract numbers.
 - d. Production shares and share of acres for each Farm Serial Number (FSN) field.
 - e. Acreage information, including crop codes.
 - f. All attributes for Common Land Units (CLUs) in USDA's Geospatial Information

System

- g. Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner.
 - h. Location of conservation practices.
2. Section 1619 allows disclosure of “payment information (including payment information and the names and addresses of Partners of payments) under any Department program *that is otherwise authorized by law*” (emphasis added). The names and payment information of producers generally may be provided to the public; however, the Conservation District shall consult with NRCS if there is any uncertainty as to the provision of such information.
3. Section 1619 also allows disclosure of otherwise protected information if “the information has been transformed into a statistical or aggregate form without naming any—(i) individual owner, operator, or producer; or (ii) specific data gathering cite.” The Conservation District must consult with NRCS as to whether specific information falls within this exception prior to relying on this exception.
- C. Violations. The V will be held responsible for violations of this provision and Section 1619. A violation of this provision by the Conservation District may result in action by NRCS, including termination of the underlying Federal agreement.
- D. Effective Period. The requirements of this provision is effective on the date of the final signature and will continue until NRCS notifies the Conservation District that it is no longer required based on changes in applicable Federal law.

VII. ANTI-HARASSMENT

- A. USDA will not tolerate harassment or assault within the agency or at partner organizations, field sites, or anywhere USDA programs are conducted. Individuals can notify USDA of concerns about harassment affecting USDA funded projects. The person who reports the concern will receive an automated response acknowledging receipt. Notification may be done anonymously.
- B. If threatened or assaulted, individuals need to immediately try to remove themselves from the assault/threat and contact 911 once you are able to. Once the situation is safe, notify the USDA-Farm Production and Conservation (FPAC) Homeland Security Division at FPAC-PhysicalSecurity@usda.gov and either your supervisor (USDA employees) or the appropriate USDA program contact (contractors and partners).
- C. The USDA established the Anti-Harassment Program to prevent workplace harassment, any form of unwelcome, persistent, and unsolicited verbal, non-verbal, written, or physical conduct

that is offensive and could alter the affected individual's terms and conditions of employment and mitigate harm to any employee subjected to conduct that is or could develop into harassment or bullying. FPAC employees, contractors, volunteers, and those under formal partnership agreements performing work on behalf of USDA with FPAC, may report harassment matters to sm.fpac.anti-harassmentcomplaints@usda.gov."

VIII. GENERAL PROVISIONS

A. Period of Performance

This MOU takes effect upon the signature of the Parties and shall remain in effect until mutually modified or terminated.

B. Amendments

1. This MOU may be extended or amended upon written request of either Party and the subsequent written concurrence of the other. Either of the Parties may terminate this MOU with a 60-day written notice to the other.
2. This MOU may be supplemented, to reflect mutually agreed-to detailed working arrangements, to include an Annual Workplan and/or Plan of Operations. These may include, but are not limited to, documenting specific objectives or goals, action items, provision for documentation of accomplishments, schedule of planned events, and assignment of responsibilities.

C. Transfer of Funding or Non-Monetary Resources

1. This MOU is established to document the collaborative relationship between the Parties. Nothing in this MOU shall require either Party to obligate or transfer funding, or anything of value. This may include, but is not limited to:
 - a. Office spaces and equipment/supplies
 - b. Vehicles and associated expenses (e.g., fuel, maintenance)
 - c. Computers, software, and technical equipment
2. Specific work projects or activities that involve the transfer of funds, services, or property will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations. The appropriate instruments include:
 - a. Cooperative Agreement (2 CFR 200.24), which allows federal agencies to transfer a thing of value to the State, local or Tribal government, or other recipient to carry out a public purpose of support or stimulation authorized by law of the United States.

- b. Contribution Agreement (7 USC 6962a), which is a unique statutory authority allowing NRCS to enter into an agreement with a non-federal entity that shares a mutual purpose in carrying out NRCS programs. All parties must contribute resources to the accomplishment of these objectives.
- c. Reimbursable Agreement (31 USC 6505; PL 90-577), which allows federal agencies to provide specialized or technical services to State and local governments.

D. Other

1. This MOU is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by any party against the United States, its agencies, its officers, or any person.
2. The Department of Agriculture and Conservation District and their respective agencies and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
3. All activities and programs conducted under this MOU shall be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; Civil Rights Restoration Act of 1987 (Public Law 100-250); and other nondiscrimination statutes; namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. Also, they will be in accordance with regulations of the Secretary of Agriculture (7 CFR Part 15, subpart A), which provide that no person in the United State shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of an applicant or recipient receiving federal financial assistance from the Department of Agriculture or any Agency thereof.
4. All activities conducted under this MOU shall be in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).
5. This MOU is not transferable. Authorization to obtain protected data may not be bought, sold, traded, assigned, extended to, or given free of charge to any other individual or organization that is not directly covered by this MOU.
6. Contacts for each Party for administrative or technical concerns are listed below:

Natural Resources Conservation Service	<i>[INSERT NAME]</i> Conservation District
<i>[insert contact info]</i>	<i>[insert contact info]</i>

[insert additional contact and signature blocks if additional stakeholders are included.]

IX. SIGNATURES

**USDA NATURAL RESOURCES CONSERVATION
SERVICE**

***[INSERT NAME]* CONSERVATION DISTRICT**

[Insert Name, Title]

[Insert Name, Title]

Date

Date

Statement of Work

I. Purpose

The purpose of this agreement is to accelerate delivery of Farm Bill programs and enhance conservation delivery through a partnership with the [INSERT NAME]. The Natural Resources Conservation Service (NRCS) and [INSERT NAME] (Partner) (together, Parties) have a mutual interest in delivering timely and effective assistance to customers participating in USDA programs and addressing natural resource concerns.

This agreement supplements the Memorandum of Agreement/Understanding between the Parties Number [insert number] and documents areas of common interest and clarifies the roles of federal, state, and local partners in providing conservation leadership and technical and financial assistance to customers in order to help them conserve and enhance natural resources through a voluntary cooperative approach. The agreement will specify the sharing of resources between NRCS and the Partner to accomplish delivery of NRCS programs and mutual conservation priorities.

II. Objectives

The Parties will jointly address opportunities, concerns, and problems related to the use of natural resources that help keep land healthy. Benefits of these activities include sustained and improved agricultural productivity; cleaner, safer, and more dependable water supplies; clean air; abundant wildlife; enhanced recreational opportunities; tranquil and scenic landscapes; reduced damages caused by flood, fires, and other natural disasters; and an enhanced natural resource base to support continued economic development and strengthen quality of life.

Operational Agreements could eventually be developed that might include District staff providing support to help the NRCS Field Office with their workload and would include funding.

Good communication between INSERT DISTRICT AND NRCS FO STAFF is the basis of success in carrying out the goals and objectives list here in. Since communication is a vital part of cooperation it is necessary for successful services and program administration and implementation. Staff will assess their communication needs, focus on positive outcomes, and find the most effective way to establish and maintain good communication practices.

III. Budget Narrative

The Parties intend to share resources as identified in the "Resources Required" section of this agreement. Because the level of support offered by each party may vary from year to year, at the beginning of each fiscal year the Parties must cooperate to plan and document the specific resources allocated for that year's performance using the Unfunded Cooperative Agreement Initial Estimate and Annual Usage Report.

IV. Responsibilities of the Parties

A. NRCS will:

1. In accordance with Section VI below, provide access to NRCS vehicles, equipment, technology, and technical tools to the maximum extent possible to facilitate mission delivery and enable mutually beneficial program outcomes.
2. In accordance with Section VI below, provide access to shared office spaces, where parties can better collaborate to achieve mutually beneficial outcomes and provide improved access and services to customers within the local community.
3. Employees of NRCS shall participate in efforts under this agreement solely as representatives of the United States. To this end, they shall not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of Partner or any member of Partner. They also shall not assist the Partner or any member of the Partner with efforts to lobby Congress, or to raise money through fundraising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with Partner, or any member of Partner, concerning future employment and shall refrain from participation in work regarding the Partner until approved by the Agency.

B. Partner will:

1. In accordance with Section VI below, provide access to shared office spaces on an intermittent, non-exclusive basis, where the parties can better collaborate to achieve mutually beneficial outcomes and provide improved access and services to customers within the local community.
2. Utilize and report vehicle usage in accordance with Section VI, below.
3. Provide an annual report of activities and accomplishments to NRCS District Conservationist by the end of each fiscal year.
4. By entering into this agreement, the undersigned attests that the Partner:
 - a. Has not been convicted of a felony criminal violation under Federal or State law in the past 24 months preceding the date of signature, nor has any officer or agent of the Partner been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of signature.
 - b. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
5. Ensure that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies. In addition, Partner agrees to comply with FPAC and NRCS requirements related to access to Government owned or controlled information systems as may be amended from time to time and communicated to the Partner.

V. Expected Accomplishments and Deliverables

Increase knowledge of both NRCD and NRCS staff knowledge of each other's program offerings and sharing both partners available programs with existing and new customers and office general inquires.

Both parties attend regular meetings with NRCD and NRCS staff including the Program Assistant who is often directing phone inquires.

NRCS will document unmet needs in each county and share this feedback with the District;

1. Coordinate and expand outreach efforts to both existing and potential customers and partners by sharing NRCS-identified needs and recommendations with the District. Additionally, support the planning of annual educational workshops by suggesting relevant conservation topics, identifying subject matter experts, and collaborating on scheduling and logistical arrangements.
2. Inform customers of District programs and services
3. Provide the District information on unfunded EQIP applications where the District could effectively support producers in achieving their goals either through District programs or by connecting them with other state and federal programs the District can help facilitate.

Additionally, please see the attached Memorandum of Agreement/Understanding Number *[insert number]*, which documents the mutually agreed-to responsibilities of the parties and is incorporated herein.

VI. Resources Required

NRCS and the Partner may share resources such as office space, vehicles, equipment, and supplies to carry out program activities. For details, see the Unfunded Cooperative Agreement Initial Estimate and Annual Usage Report. All resources provided by NRCS are subject to availability of funds. In the event of a lapse in appropriations and Government shutdown, the Partner will not be permitted to use NRCS resources.

A. Vehicles

NRCS vehicles may be utilized for official business only as it relates to the work specified in this agreement and attachments, if available and needed. Examples include use to deliver NRCD program offerings, services, and educational programs; use for VACD or NRCS trainings and other events providing training to the District Board. Vehicles cannot be used of any District fee for service profit making activities.

1. Partner may request use of a government vehicle (GOV) in order to facilitate delivery of conservation technical assistance to landowners in support of the NRCS mission. Use of the vehicle will significantly increase the efficiency of the delivery of conservation programs.
2. Vehicle operators may only use GOVs for NRCS official business specified under this agreement. Operators must avoid, when possible, any situation that may convey an impression to the public that the vehicle operator is using the assigned vehicle for an unofficial purpose.
3. Vehicle operators must immediately report any safety or mechanical deficiencies to local NRCS representative and must not operate the vehicle with known mechanical problems or safety deficiencies. NRCS is responsible for correcting deficiencies.
4. The NRCS will share a GOV with the Partner for official NRCS business. GOVs shall not be used to support any revenue-generating activity for the Partner or non-NRCS program purposes.
5. The Partner will obtain prior written approval from NRCS for using vehicles at irregular hours or under circumstances in which using motor vehicles may create an unfavorable public reaction (for example, during Federal holiday or after business hours).

6. NRCS will bear the cost of maintenance of vehicles used by the Partner. Except in the case of an accident caused by a Partner driver (see vehicle accident provisions below), the NRCS will make repairs as necessary for safety and as needed to keep vehicle in safe operating condition.
7. NRCS will ensure placement of Federal Motor Vehicle Registration System (FMVRS) registration card in every GOV, which serves as the registration and proof of insurance documentation to be provided to law enforcement.
8. The NRCS technical contact for the agreement will work closely with the Partner in fulfilling the terms and conditions of this attachment at the local level.
9. Home-to-work transportation by Partner employees is prohibited.
10. The Partner will ensure that each vehicle operator has a valid state driver's license and instruct operators to carry a valid state driver's license while operating a GOV.
11. The Partner will ensure vehicle operators use all safety devices and follow appropriate motor vehicle manufacturer safety guidelines when operating GOVs. Seat belts must be used when operating or riding in a GOVs.
12. The Partner will ban all vehicle operators from text messaging and using tobacco (smoke and smokeless) while using GOVs.
13. The Partner will utilize the NRCS-provided fleet card to pay for all fuel and repairs, with the exception of accident repairs for which the Partner is paying an auto repair facility directly (see accident provisions below). The Partner must comply with all NRCS fleet card policies, to include but not limited to the use of unique driver PINs, receipt retention requirements, fleet card training requirements, and prohibitions against using the card for unofficial purposes. Partner drivers must safeguard the fleet card at all times to prevent it from potential unauthorized use.
14. The Partner will immediately report all vehicle accidents and traffic violations to NRCS and complete all required documents to report accidents. The Partner will reimburse NRCS or pay an auto repair Company directly for any and all repairs to the GOV as a result of an accident caused by the Partner operator and pay all traffic violation citations. – Refer to Joe
15. The Partner will assume responsibility for claims arising from accidents caused by Partner Drivers. The Partner will be responsible for receiving, processing, and paying tort claims that are submitted due to an accident caused by a Partner driver.
16. The Partner will notify the NRCS immediately of any loss, theft, or damage to a GOV, GOV license plates, or fleet cards.
17. It is prohibited for individuals other than federal employees or Partner employees performing official NRCS business under this agreement to ride as passengers in GOVs. Any other passengers must be approved through the passenger approval process described in NRCS vehicle policy.
18. The technical contact for the Partner will work with NRCS with fulfilling the terms and conditions of this attachment at the local level.
19. The use of GOVs may be suspended or revoked by NRCS, if it determines that corrective action is needed to meet the provisions of this attachment.
20. The furnishing of vehicles is contingent upon the availability of vehicles and appropriations.

21. The vehicle use policies outlined in this agreement do not contain all Federal, Departmental, and NRCS policies regarding the use of motor vehicles. This document is not intended to provide complete details, and the NRCS and the Partner must abide by all other appropriate policies governing GOV use.

B. Office Space

1. Shared work and office spaces are needed to more effectively carry out program activities and provide quality service to our mutual customers.
2. [INSERT PARTNER] may have reserved no more than 5 work spaces in [INSERT NRCS] offices or spaces on a [full-time/part-time] basis, as well as access to common spaces such as conference rooms, kitchens, etc. Square footage of this space should not exceed [INSERT EXISTING DESIGNATED SQ FT.] If an office remodel takes place, the designated work space shall not exceed 240 sq. ft.

C. Equipment and Technology

1. NRCS will provide the Partner access to USDA computers, software, and the technical information needed to perform the work outlined in this agreement.
2. NRCS will provide access to technologies and applications to ensure consistent technical standards and documentation.
3. Partner will comply with requirements for maintaining access to assigned equipment.

The District acknowledges that any new personnel hired under this agreement who will occupy NRCS-managed or co-located office space and equipment must receive prior written approval from NRCS (District Conservationist and ASTC-FO). This approval will be contingent upon space availability, safety considerations, and alignment with NRCS operational needs. The District agrees to consult with NRCS prior to onboarding new hires to ensure appropriate workspace arrangements can be made. Please also refer to the Partner Onboarding Standard Operating Procedures.

VII. Milestones

Refer to [INSERT MOU/MOA]. Both NRCS and NRCD will give a written outline of services and programmatic updates at least annually.

On a yearly basis the Parties shall jointly complete the Unfunded Cooperative Agreement Initial Estimate and Annual Usage Report.

VIII. Special Provisions

- A. This agreement may be extended or amended upon written request of either NRCS or the Partner and the subsequent written concurrence of the other. Either the NRCS or the Partner may terminate this agreement with a 60-day written notice to the other.
- B. The Partner assures and certifies that it will comply with the minimum-wage and maximum- hour provisions of the Federal Fair Labor Standards Act.
- C. Employees of the Partner shall remain its employees while carrying out their duties under this agreement and will not be considered Federal employees or agents of the United States for any purposes

under this agreement.

- D. Employees of NRCS will participate in efforts under this agreement solely as representatives of the United States. They may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, FPAC employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in projects or agreements with such recipients.
- E. Each party assumes responsibility for the actions of its own officials and employees acting within the scope of their employment to the extent provided by Federal, tribal, state, or local laws, including liability for injury to persons or damage to property resulting from the conduct of its own operations. The Government's liability shall be governed by the provisions of the Federal Tort Claims Act (28 U.S.C. 2671-80).
- F. Prohibition Against Certain Internal Confidentiality Agreements

- 1. The Partner agrees to comply with the "Prohibition Against Certain Internal Confidentiality Agreements:"
 - a. You may not require your employees or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 - b. You must notify your employees or contractors that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this agreement provision are no longer in effect.
 - c. The prohibition in paragraph (1) of this agreement provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 - d. If NRCS determines that you are not in compliance with this agreement provision, NRCS:
 - i. Will prohibit your use of funds under this agreement, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law;
 - ii. May pursue other remedies available for your material failure to comply with agreement terms and conditions.

G. Acknowledgment of Section 1619 Compliance

The Partner agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791 as described below.

- 1. Responsibilities.
 - a. Signature on this agreement indicates acknowledgment and understanding that the Partner is legally bound by Federal statute to comply with the provisions of Section 1619 and that the Partner will not subsequently disclose information protected by section 1619 to any individual or organization that is

not directly covered by this agreement. Any such subsequent disclosure of the protected information (except as permitted under Section 1619) will be considered a violation of Section 1619. The Partner will be held responsible should disclosure of the protected information occur.

- b. Acceptance of this agreement legally binds every owner, manager, supervisor, employee, contractor, agent, and representative of the Partner to comply with the provisions in Section 1619. The Partner must consult with NRCS prior to providing protected information to an entity or individual outside of the Partner and as necessary to implement the program to ensure that such release is permissible.
- c. The Partner will use the protected information only to perform work that is directly connected to this agreement. Use of the protected information to perform work that is not directly connected to this agreement is expressly prohibited.
- d. The Partner must internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information to perform work under this agreement.
- e. The provisions in Section 1619 are continuing obligations. Even when the Partner is no longer a Partner, or when individuals currently affiliated with the Partner become no longer so affiliated, every person having been provided access to the protected information will continue to be legally bound to comply with these provisions.
- f. The Partner must notify all managers, supervisors, employees, contractors, agents, and representatives about this provision and the requirements of Section 1619. Notifications about the existence of this provision must be made to those individuals who are new to the organization and periodic notifications must be sent throughout the organization (as well as to all contractors and agents) to remind all about the ongoing and continuing requirements.
- g. When the Partner is unsure whether particular information is covered or protected by Section 1619, the Partner must consult with NRCS to determine whether the information must be withheld.
- h. Use of the protected information for any purpose is expressly prohibited after the period of performance end date of this agreement. Upon the agreement end date, any protected information provided under this agreement must be immediately destroyed or returned to NRCS. The Partner must provide to NRCS written certification that the protected information (paper copy, electronic copy, or both) has been properly destroyed, removed from any electronic storage media, or both.
- i. Any State's "sunshine law," "open records act" or other version of the Freedom of Information Act is superseded by section 1619 under the Supremacy Clause of the U.S. Constitution. Accordingly, information protected from disclosure by section 1619 must not be released under such State laws.

2. Protected Information.

- a. Examples of the types of information prohibited by disclosure under Section 1619 include, but are not limited to, the following:
 - i. State identification and county number (where reported and where located).
 - ii. Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information.
 - iii. Farm, tract, field, and contract numbers.
 - iv. Production shares and share of acres for each Farm Serial Number (FSN) field.
 - v. Acreage information, including crop codes.
 - vi. All attributes for Common Land Units (CLUs) in USDA's Geospatial Information System
 - vii. Any photographic, map, or geospatial data that, when combined with other maps, can be used

to identify a landowner.
viii. Location of conservation practices.

- b. Section 1619 allows disclosure of “payment information (including payment information and the names and addresses of Partners of payments) under any Department program *that is otherwise authorized by law*” (emphasis added). The names and payment information of producers generally may be provided to the public; however, the Partner shall consult with NRCS if there is any uncertainty as to the provision of such information.
 - c. Section 1619 also allows disclosure of otherwise protected information if “the information has been transformed into a statistical or aggregate form without naming any—(i) individual owner, operator, or producer; or (ii) specific data gathering cite.” The Partner must consult with NRCS as to whether specific information falls within this exception prior to relying on this exception.
3. Violations. The Partner will be held responsible for violations of this provision and Section 1619. A violation of this provision by the Partner may result in action by NRCS, including termination of the underlying Federal agreement.
 4. Effective Period. The requirements of this provision is effective on the date of the final signature and will continue until NRCS notifies the Partner that it is no longer required based on changes in applicable Federal law.

H. Records

1. Comply with state and federal legal requirements and limitations for access and use of relevant records. Confidential and personal information is for official use only and under no circumstances will it be used for personal gain. Adequate safeguards will be in place to protect confidential and personal information and appropriate training will be conducted to ensure all staff members and Board supervisors are advised of record policies and procedures and that NRCS records and District records are to be maintained in separate file cabinets at all times.
2. The Partner Records are subject to the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The Partner’s personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).
3. Any Board member or Partner personnel with access to USDA facilities and computer systems shall be subject to the security background checks as required by USDA. Any cost associated with NRCS required background checks of Board members or Partner personnel will be paid by the NRCS.
4. In the event of a lapse in appropriations and government shutdown, the Partner will not be permitted access to any NRCS records.

I. Technical Standards

Partner personnel must use the NRCS Field Office Technical Guide (FOTG) and/or other NRCS – supported science-based technical standards if assisting with NRCS programs or activities.

J. Conservation Planning

Partner personnel that will be conducting conservation planning for NRCS Programs must:

1. Achieve conservation planning level I certification within 1 year of onboarding.
2. Work with NRCS personnel to develop a Job Approval Authority (JAA) chart for ecological sciences and if applicable, engineering. It is the responsibility of the planner to initiate developing and updating JAA with the District Conservationist.
3. Follow the 9 steps of conservation planning. [Please reference the National Planning Procedures Handbook \(NPPH\)](#)
4. Record any assistance note(s) in the client's CD files (or conservation packet for those without system access) for any site visits, applicable resource concerns, practice alternatives and decisions made.
5. Complete all necessary planning within Conservation Desktop (for those with access)
6. Complete all planned practices using the FOTG.
7. Provide all conservation planning documents to the District Conservationist for technical adequacy review.
8. Obtain the appropriate JAA level to certify practices.
9. Follow "Vermont NRCS Conservation Practice Documentation and Certification Procedures" located in Section 3 of FOTG for practice certification documentation.
10. Complete the planning process by including the following: resource concerns assessment, a conservation plan, planned practice map, CPA-52, and associated Implementation Requirements (IR) sheets.

K. Training

1. The Parties will provide appropriate leadership in administrative and technical training as determined by program needs and required by USDA, NRCS and Partner policy.
2. Training also includes the orientation of all employees and officials in organizational philosophies, programs, authorities, roles and responsibilities of the parties.
3. As applicable and as resources allow, training sponsored by either Party can be made available to each Party's personnel without cost to the other party, including timely notice to the other of any impending training opportunities.

L. Civil Rights

All activities and programs conducted under this Agreement shall be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; Civil Rights Restoration Act of 1987 (Public Law 100-250); and other nondiscrimination statutes; namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. Also, they will be in accordance with regulations of the Secretary of Agriculture (7 CFR Part 15, subpart A), which provide that no person in the United State shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of an applicant or recipient receiving Federal financial assistance from the Department of Agriculture or any Agency thereof.

IX. Protected Data and the Privacy Act

- A. Any protected data NRCS has given the Partner access to is subject to the Privacy Act of 1974, as amended, 5 U.S.C. section 552a (Privacy Act).

The Privacy Act is a federal law that establishes a code of information practices that governs the collection, maintenance, use, and dissemination of information about individuals that is maintained in an agency's system of records. Disclosure of records about an individual from a system of records is prohibited, absent the written consent of the individual, unless disclosure is pursuant to one of twelve exceptions. A routine use, as prescribed in an agency's system of records, is an exception.

For purposes of this agreement and pursuant to the Privacy Act, the following definitions apply:

- Breach: The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses personally identifiable information for an other than authorized purposed.
 - Incident: An occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.
 - Personally Identifiable Information (PII): The term PII refers to the information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other information that is linked or linkable to a specific individual. It is important to recognize that information that is not PII can become PII whenever additional information becomes available – in any medium or from any source – that would make it possible to identify an individual.
- B. Data provided in support of this agreement is protected from unauthorized use and unauthorized disclosure pursuant to the administrative and/or civil remedies/criminal penalties as identified in applicable Federal statutes to include the Privacy Act and the Freedom of Information Act (FOIA), 5 U.S.C. § 552. Further, the State’s “sunshine law,” “open records act,” and/or version of the FOIA does not have a competing legal obligation that could potentially be used to compel disclosure of Section 1619 protected data identified in this agreement. Accordingly, all records disclosed under this agreement that are protected from disclosure by Section 1619 are also protected from disclosure under the State’s sunshine laws, open records act, or FOIA.
- C. The protected data types approved for disclosure are limited to a Geographical Information System (GIS) shapefile of irrigated and non-irrigated farm tracts that contains Land Owners and Operators contact information that includes first and last name, Farm Serial Number (FSN), address, home telephone number and cell telephone number, [or any other information about the agricultural and conservation activities conducted on those tracts.](#)

Protected data approved for disclosure under this agreement shall be strictly limited to only that data necessary for the Partner to provide technical and financial assistance to farmers, ranchers, forest stewards, and other entities to voluntarily protect, restore, and enhance the productivity of American agricultural lands.

D. Disclosure

1. The Partner is authorized access to the protected agricultural data as identified herein (see section IV(6)). Access to the protected agricultural data as identified herein is to be restricted to those demonstrating a need; the Partner determines which staff have a demonstrated need. For purposes of this agreement disclosure of information to the Partner can include receiving the protected data directly from NRCS.
2. The Partner and NRCS will not have live information technology (IT) interconnections. In the process of disclosing the data, NRCS and the Partner may use any mutually agreed upon non-live information technology (IT) interconnection data transfer media and method, provided that the data transfer can be made in full compliance with applicable security and privacy statutes and regulations.
3. Every person having been provided access to the protected data shall continue to be legally bound to comply with the provisions in Section 1619. This includes former USDA Cooperators, or when individuals currently affiliated Partner should leave the organization, every person having been provided access to the protected data shall continue to be legally bound to comply with the provisions in Section 1619.

- E. The Partner must provide information to NRCS indicating how the protected data shall be used. The Partner serves as the link between federal and state agency resources with the local farmers, ranchers, and forest stewards. The Partner will use the data to promote USDA programs, facilitate local working groups (as outlined in NRCS policy), develop a conservation needs assessment, evaluate/measure the technical and community impacts of local conservation efforts, [and carry out its responsibilities under this MOU](#).
- F. If the Partner or one of its employee/agents willfully discloses any PII or other information covered by this agreement to a third party not authorized to receive it, the Partner may be found liable to the loss and subject civil remedies, as prescribed in 5 U.S.C. 552a(g)(1) and USDA may revoke the Partner's access to the data under this Agreement.
- G. NRCS shall:
1. Inform NRCS personnel about the protected data contents of this agreement.
 2. Provide the Partner only the protected data referenced in section IX(C) of this agreement.
 3. Review, and if appropriate, issue approval for the Partner to release the NRCS provided information that has been transformed into an acceptable statistical or aggregate form to individuals outside of this agreement.
- H. The Partner shall:
1. Immediately notify USDA should there be data released that does not abide by this agreement; be responsible for damages to persons or property caused by the negligent acts or omissions of Partner employees acting within the scope of their employment in accordance with the Federal Tort Claims Act, codified at 28 USC 2671 et seq.
 2. Immediately destroy any protected data when the Partner is no longer a party to this agreement. In such cases, Partner shall provide to NRCS written certification that the protected data (paper and/or electronic copy) has been properly destroyed and/or removed from any electronic storage media.
 3. Immediately notify USDA, if the Partner, or its contractors, suspect, discover or are notified of a suspected or confirmed Privacy Incident relating to PII provided under this Agreement, the Partner shall immediately, but in no event later than two (2) hours from suspicion, discovery, or notification of the suspected or confirmed Privacy Incident. Notification to USDA includes communicating in writing with the Program Office that disclosed the data to you and/or emailing the USDA FPAC Privacy Officer at sm.fpac.privacy.office@usda.gov.
 4. Investigate any Privacy Incident emanating from this agreement involving USDA PII. At minimum, the investigation shall include: (1) Date of Incident, State of Occurrence (if applicable), (2) type of PII involved, (3) number of individuals whose information was exposed, (4) breach/incident method (mail, email, etc.), and (5) mitigation efforts to manage the incident. The Partner is responsible for carrying out all necessary measures to remedy the effects of the Privacy Incident.
 5. Notify all members of the organization that will be provided access to the protected data about the existence of this agreement. Also, for the duration of this agreement (1) notification about this agreement shall be made to any individual new to the organization if that individual will be provided access to the protected data (notification shall be made prior to the individual being provided access to the protected data) and (2) periodic notification will be sent (at a frequency not to exceed 180 calendar days) to remind all with access to the protected data about the ongoing/continuing requirement to comply with this agreement.
 6. Notify NRCS immediately when the Partner is no longer, or within 30 calendar days of the date on which the Partner will no longer be working in cooperation with the Secretary of Agriculture to fulfill the objectives of this agreement, whichever is sooner.

7. Provide NRCS any requests for the information from anyone outside of this agreement to NRCS for action.
8. Safeguard the protected data limiting access to those individuals working with the Partner to fulfill the objectives of this agreement.
9. Track staff who are provided access to data and ensure those staff's compliance with this agreement.
10. Use the protected data in accordance with this agreement.

X. ANTI-HARASSMENT

- A. USDA will not tolerate harassment or assault within the agency or at partner organizations, field sites, or anywhere USDA programs are conducted. Individuals can notify USDA of concerns about harassment affecting USDA funded projects. The person who reports the concern will receive an automated response acknowledging receipt. Notification may be done anonymously.
- B. If threatened or assaulted, individuals need to immediately try to remove themselves from the assault/threat and contact 911 once you are able to. Once the situation is safe, notify the USDA-Farm Production and Conservation (FPAC) Homeland Security Division at FPAC-PhysicalSecurity@usda.gov and either your supervisor (USDA employees) or the appropriate USDA program contact (contractors and partners).
- C. The USDA established the Anti-Harassment Program to prevent workplace harassment, any form of unwelcome, persistent, and unsolicited verbal, non-verbal, written, or physical conduct that is offensive and could alter the affected individual's terms and conditions of employment and mitigate harm to any employee subjected to conduct that is or could develop into harassment or bullying. FPAC employees, contractors, volunteers, and those under formal partnership agreements performing work on behalf of USDA with FPAC, may report harassment matters to sm.fpac.anti-harassmentcomplaints@usda.gov."

Balance Sheet

WINDHAM COUNTY NATURAL RESOURCES CONSERVATION DIST
As of December 31, 2025

	Total
Distribution account	
<hr/>	
Assets	
Current Assets	
Bank Accounts	
Composting Grant (deleted)	0.00
Department of Agriculture	0.00
WCD Brat S & L	16,216.86
Total for Bank Accounts	\$16,216.86
Accounts Receivable	
Accounts Receivable	114,151.63
Total for Accounts Receivable	\$114,151.63
Other Current Assets	
QuickBooks Tax Holding Account	3,797.51
Undeposited Funds	0.00
Total for Other Current Assets	\$3,797.51
Total for Current Assets	\$134,166.00
Total for Assets	\$134,166.00
<hr/>	
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	17,629.83
Total for Accounts Payable	\$17,629.83
Credit Cards	
First Nat Bank CC (deleted)	0.00

Balance Sheet

WINDHAM COUNTY NATURAL RESOURCES CONSERVATION DIST
As of December 31, 2025

Distribution account	Total
Other Current Liabilities	
Deferred Revenue	0.00
Direct Deposit Payable	0.00
Payroll Liabilities	\$0.00
Employee ROTH	0.00
Employer Match ROTH	45.82
Federal Taxes (941/943/944)	-0.01
Federal Withholding	0.00
Health Insurance (Employee)	0.00
Health Insurance (Employer)	0.00
Health Insurance (pre-tax)	1,039.09
MA Income Tax	0.00
Retirement	0.00
Roth 401k Emp.	0.00
VT Income Tax	1,805.55
VT Unemployment Tax	-37.46
Total for Payroll Liabilities	\$2,852.99
Total for Other Current Liabilities	\$2,852.99
Total for Current Liabilities	\$20,482.82
Total for Liabilities	\$20,482.82
Equity	
Beginning Fund Balance	0.00
Pr Yr Cumulative Net Assets	72,155.76
Net Income	41,527.42
Total for Equity	\$113,683.18
Total for Liabilities and Equity	\$134,166.00

Profit and Loss

WINDHAM COUNTY NATURAL RESOURCES CONSERVATION DIST
July-December, 2025

Distribution account	Total
Income	
Bank Interest	8.43
Donations	1,655.44
Grants	-\$19,100.00
Grants - Federal	93,140.39
Grants - Municipal	6,200.00
Grants - Private	22,250.00
Grants - State	223,103.58
Total for Grants	\$325,593.97
Sales Income	2,835.93
Total for Income	\$330,093.77
Gross Profit	
\$330,093.77	
Expenses	
Administration	
Bank Fees	131.15
Computer Supplies & Software	3,531.75
Cost of Goods Sold	5,128.00
Donations and Scholarships (deleted)	0.00
Dues and Subscriptions	6,795.00
Indirect Overhead	3.00
Liability and Auto Insurance	1,712.15
Meeting Expenses	747.68
Miscellaneous (deleted)	0.00
NACD (deleted)	0.00
Office Supplies	476.76
VACD (deleted)	0.00
Total for Administration	\$18,525.49
Contractual	\$21,303.98

Profit and Loss

WINDHAM COUNTY NATURAL RESOURCES CONSERVATION DIST
July-December, 2025

Distribution account	Total
Other Contractual	9,590.00
Total for Contractual	\$30,893.98
Other Operating	
Advertising and Website	3,971.50
Americorps Cash Match	1,600.00
Equipment	7,000.00
Financial Assistance to Producers	3,100.00
Lab Fees	425.00
Logo and Promotional Materials	350.00
Mileage / Travel	4,133.84

Profit and Loss

WINDHAM COUNTY NATURAL RESOURCES CONSERVATION DIST

July-December, 2025

Distribution account	Total
Project Materials	2,310.41
Vehicle Maintenance & Fuel	1,049.49
Total for Other Operating	\$23,940.24
Personnel	
FICA/Medicare	2,976.66
Fringe Benefits	
Disability Insurance	855.00
Healthcare	2,736.44
Health Insurance (deleted)	0.00
Indirect Fringe	-3.00
Retirement	2,683.41
Staff Professional Development	1,191.66
Workers Comp	1,134.34
Total for Fringe Benefits	\$8,597.85
State Unemployment Insurance	188.24
Taxes	13,258.10
Wages	189,889.40
Total for Personnel	\$214,910.25
Reimbursements	296.39
Z - Unbilled Expenses (deleted)	
Project Supplies (deleted)	0.00
Supervisor Rep to NRCC (deleted)	0.00
VLCT PACIF Insurance (deleted)	0.00
Website (deleted)	0.00
Woodland Owners' Association (deleted)	0.00
Workers Comp (deleted)	0.00
Total for Z - Unbilled Expenses (deleted)	\$0.00
Total for Expenses	\$288,566.35

Profit and Loss

WINDHAM COUNTY NATURAL RESOURCES CONSERVATION DIST
July-December, 2025

Distribution account	Total
Net Operating Income	\$41,527.42
Net Other Income	
Net Income	\$41,527.42

Windham NRCD FY26 Budget Revised to New Chart of Accounts 11/14

INCOME	FY26 Approved Amount	Description of Change
Donations	\$3,000.00	
Rental Programs	\$100.00	
Sales Programs	\$45,000.00	
Grants Income	\$699,165.97	
Bank Interest	\$35.00	
Cost of Good Sold	-\$32,000.00	
Total Income	\$715,300.97	
EXPENSES		
Administration		
Liability and Auto Insurance	\$7,000.00	
Board per Diems	\$3,000.00	Change Name
Advertising and Website (deleted)	\$0.00	Moved to "other Operating" section
Dues and Subscriptions	\$3,925.00	
Vehicle Maintenance and Fuel (moved)	\$0.00	Moved to "other Operating" section
Office Supplies	\$2,100.00	
Meeting Expense	\$5,000.00	Change Name
Lab Fees (moved)	\$0.00	Moved to "other Operating" section
Bank Fees	\$25.00	
Computer Supplies and Software	\$6,887.59	
Logo and Promotional Materials (moved)	\$0.00	Moved to "other Operating" section
Printing and Reproduction (moved)	\$0.00	Moved to "other Operating" section
Membership		
Personnel		
Salaries and Wages	\$349,283.92	
FICA	\$28,257.07	
State Unemployment	\$400.00	Split from "workers comp"
Healthcare (moved)	\$0.00	Moved to "Fringe Benefits"
Retirement(moved)	\$0.00	Moved to "Fringe Benefits"
Fringe Benefits	\$0.00	split out into sub categories below
Healthcare	\$52,768.78	
FICA (moved)	\$0.00	
Retirement	\$7,915.32	
Paid Time Off		New Line Item
Professional Development	\$5,685.00	New Line Item (was under "fringe")
Disability Insurance	\$855.00	New Line Item (was under "fringe")
Workers Compensation (name changed)	\$4,800.00	
Mileage/Travel (moved)	\$0.00	Moved to "other Operating" section
Contractual		
Consulting/Engineering	\$87,000.00	
Construction	\$0.00	
Bookeeping (deleted)		Eliminated
Cash Match for Americorps Position (moved)	\$0.00	Moved to Other Operating
Other Contractual	\$58,351.82	
Financial Assistance to Producers (moved)	\$0.00	Moved to Other Operating
Supplies		
Office Supplies (moved)	\$0.00	Moved to Administration Section
Project Materials (moved)		Moved to "other Operating" section
Postage(Deleted)	\$0.00	Added to office supplies
Equipment (moved)	\$0.00	Moved to "other Operating" section
Other Supplies (moved)		Moved to "other Operating" section
Other Operating		
Cash Match for AmeriCorps	\$2,400.00	
Financial Assistance to Producers	\$56,000.00	
Lab Fees	\$566.00	
Project Materials	\$7,025.00	
Equipment	\$0.00	
Other Supplies	\$0.00	
Advertising and Website	\$5,300.00	
Logo and Promotional Materials	\$1,200.00	
Printing and Reproduction	\$400.00	
Vehicle Maintenance and Fuel	\$5,000.00	
Mileage/Travel	\$8,500.00	
Total Expenses	\$709,645.50	
Increase (Decrease) to Net Assets	\$5,655.47	

Windham NRCD FY26 Budget Revised to New Chart of Accounts 11/14

INCOME	FY26 Approved Amount
Donations	\$3,000.00
Rental Programs	\$100.00
Sales Programs	\$45,000.00
Grants Income	\$699,165.97
Bank Interest	\$35.00
Cost of Good Sold	-\$32,000.00

Total Income	\$715,300.97
EXPENSES	
Administration	
Liability and Auto Insurance	\$7,000.00
Board per Diems	\$3,000.00
Dues and Subscriptions	\$3,925.00
Office Supplies	\$2,100.00
Meeting Expense	\$5,000.00
Bank Fees	\$25.00
Computer Supplies and Software	\$6,887.59
Membership	
Personnel	
Salaries and Wages	\$349,283.92
FICA	\$28,257.07
State Unemployment	\$400.00
Fringe Benefits	
Healthcare	\$52,768.78
Retirement	\$7,915.32
Paid Time Off	
Professional Development	\$5,685.00
Disability Insurance	\$855.00
Workers Compensation (name changed)	\$4,800.00
Contractual	
Consulting/Engineering	\$87,000.00
Construction	\$0.00
Other Contractual	\$58,351.82
Other Operating	
Cash Match for AmeriCorps	\$2,400.00
Financial Assistance to Producers	\$56,000.00
Lab Fees	\$566.00
Project Materials	\$7,025.00
Equipment	\$0.00
Other Supplies	\$0.00
Advertising and Website	\$5,300.00
Logo and Promotional Materials	\$1,200.00
Printing and Reproduction	\$400.00
Vehicle Maintenance and Fuel	\$5,000.00
Mileage/Travel	\$8,500.00
Total Expenses	\$709,645.50
Increase (Decrease) to Net Assets	\$5,655.47

WINDHAM COUNTY NATURAL RESOURCES CONSERVATION DIST

Budget vs. Actuals: Budget_FY26_P&L_1 - FY26 P&L

July - December, 2025

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
Bank Interest	8.43	17.52	-9.09	48.12 %
Donations	1,655.44	1,500.00	155.44	110.36 %
Grants	-19,100.00		-19,100.00	
Grants - Federal	93,140.39	152,236.02	-59,095.63	61.18 %
Grants - Municipal	6,200.00	2,250.00	3,950.00	275.56 %
Grants - Private	22,250.00	6,250.02	15,999.98	356.00 %
Grants - State	223,103.58	215,525.18	7,578.40	103.52 %
Total Grants	325,593.97	376,261.22	-50,667.25	86.53 %
Rental Income		49.98	-49.98	
Sales Income	2,835.93	22,500.00	-19,664.07	12.60 %
Total Income	\$330,093.77	\$400,328.72	\$ -70,234.95	82.46 %
Cost of Goods Sold				
Cost of Goods Sold		16,000.02	-16,000.02	
Total Cost of Goods Sold	\$0.00	\$16,000.02	\$ -16,000.02	0.00%
GROSS PROFIT	\$330,093.77	\$384,328.70	\$ -54,234.93	85.89 %
Expenses				
Administration				
Bank Fees	131.15	12.48	118.67	1,050.88 %
Board Per Diems		1,500.00	-1,500.00	
Computer Supplies & Software	3,531.75	3,443.82	87.93	102.55 %
Cost of Goods Sold	5,128.00		5,128.00	
Donations and Scholarships (deleted)	0.00		0.00	
Dues and Subscriptions	6,795.00	1,962.48	4,832.52	346.25 %
Indirect Overhead	3.00		3.00	
Liability and Auto Insurance	1,712.15	3,499.98	-1,787.83	48.92 %
Meeting Expenses	747.68	2,500.02	-1,752.34	29.91 %
Miscellaneous (deleted)	0.00		0.00	
NACD (deleted)	0.00		0.00	
Office Supplies	476.76	1,050.00	-573.24	45.41 %
VACD (deleted)	0.00		0.00	
Total Administration	18,525.49	13,968.78	4,556.71	132.62 %
Contractual				
Contractual	21,303.98		21,303.98	
Consulting/Engineering		43,500.00	-43,500.00	
Other Contractual	9,590.00	29,175.90	-19,585.90	32.87 %
Total Contractual	30,893.98	72,675.90	-41,781.92	42.51 %
Other Operating				
Advertising and Website	3,971.50	2,650.02	1,321.48	149.87 %
Americorps Cash Match	1,600.00	1,200.00	400.00	133.33 %
Equipment	7,000.00		7,000.00	
Financial Assistance to Producers	3,100.00	28,000.02	-24,900.02	11.07 %
Lab Fees	425.00	283.02	141.98	150.17 %

WINDHAM COUNTY NATURAL RESOURCES CONSERVATION DIST

Budget vs. Actuals: Budget_FY26_P&L_1 - FY26 P&L

July - December, 2025

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Logo and Promotional Materials	350.00	600.00	-250.00	58.33 %
Mileage / Travel	4,133.84	4,249.98	-116.14	97.27 %
Printing & Reproduction		199.98	-199.98	
Project Materials	2,310.41	3,512.52	-1,202.11	65.78 %
Vehicle Maintenance & Fuel	1,049.49	2,500.02	-1,450.53	41.98 %
Total Other Operating	23,940.24	43,195.56	-19,255.32	55.42 %
Personnel				
FICA/Medicare	2,976.66		2,976.66	
Fringe Benefits				
Disability Insurance	855.00	427.50	427.50	200.00 %
Health Insurance (deleted)	0.00		0.00	
Healthcare	2,736.44	26,384.40	-23,647.96	10.37 %
Indirect Fringe	-3.00		-3.00	
Retirement	2,683.41	3,957.66	-1,274.25	67.80 %
Staff Professional Development	1,191.66	2,842.50	-1,650.84	41.92 %
Workers Comp	1,134.34	2,400.00	-1,265.66	47.26 %
Total Fringe Benefits	8,597.85	36,012.06	-27,414.21	23.87 %
State Unemployment Insurance	188.24	199.98	-11.74	94.13 %
Taxes	13,258.10	14,128.56	-870.46	93.84 %
Wages	189,889.40	174,641.94	15,247.46	108.73 %
Total Personnel	214,910.25	224,982.54	-10,072.29	95.52 %
Reimbursements	296.39		296.39	
Z - Unbilled Expenses (deleted)				
Project Supplies (deleted)	0.00		0.00	
Supervisor Rep to NRCC (deleted)	0.00		0.00	
VLCT PACIF Insurance (deleted)	0.00		0.00	
Website (deleted)	0.00		0.00	
Woodland Owners' Association (deleted)	0.00		0.00	
Workers Comp (deleted)	0.00		0.00	
Total Z - Unbilled Expenses (deleted)	0.00		0.00	
Total Expenses	\$288,566.35	\$354,822.78	\$ -66,256.43	81.33 %
NET OPERATING INCOME	\$41,527.42	\$29,505.92	\$12,021.50	140.74 %
NET INCOME	\$41,527.42	\$29,505.92	\$12,021.50	140.74 %

January Report on District Activities

**This report covers district activities between December 6 and January 23*



Heather and Emma Soil Sampling in Ideal Weather!

Financials:

- As of 1/7/26 we have a balance of \$14,046.83 of equities minus liabilities (on a cash basis). For comparison, we had:

\$41,777.68 on 12/7/25 (last month)

\$27,827.30 on 12/31/24 (last year)

- We have \$16,600.98 in pending bills. We've been delaying payment on some items as we wait for payment from funders.
- We have \$105,440.20 in outstanding invoices, of which \$42,174.33 is overdue by at least 30 days*

*since the last reconciliation, we have received payment on one invoice from AFT and our DEC grant in aid final payment, bringing our unofficial balance to \$52,319.69

General Updates

AmeriCorps

- Abby Reed's first day with the district was last Tuesday. Please welcome her to our team!

Sales Programs:

-Almost all products have been added to the plant sale website, including some wildflower/pollinator seed mixes from Ernst Seeds. We're still sorting out an order of edible trees for Yellowbud Nursery. This is mostly to support an agroforestry workshop through our LISFF grant, but we'll sell some of these through the sale as well. These will be added to the website as soon as we have the confirmation of our order.

-An advertisement will run in Front Porch Forum for the next two weeks. Please help spread the word about the sale to anyone you think appropriate.

-We have \$8,730.33 in sales as of 1/24.

-Details regarding the 2026 trout sale have been confirmed with Hy-on-a-Hill Trout Farm and Blue Seal. The pick up day will be held on Wednesday, May 13 from 1:00 to 1:30 PM. The

website is set up to accept orders and an email announcement was sent to everyone who has ordered in the past.

Ag-CWIP:

- Semi annual reporting submitted by Heather. The corresponding invoice has been submitted to NRCC.
- Heather is working on planning the Conservation Speed Dating Event scheduled for February 6.
- Cory and Heather developed our funding proposal to NRCC for the next 2-year installment under this grant. We are requesting an increase in funding to support maintaining current staffing when our AFT RCPP and LISFF agreements end (fall of 2026).
- Heather attended the Ag Advisory Committee Meeting to discuss methods for deciding how to allocate funding when awarded by VAAF. Ultimately, this will be a decision for NRCC and/or VACD's Full Board.

AFT RCPP:

- Invoice for work performed during December submitted.
- Payment received on our invoice from September.
- Cory and Heather attended a partner meeting hosted by AFT to discuss the continuing work under this agreement.

NACD TA:

- Heather and Emma finished 3 Land Treatment Plans needed for nutrient management planning.
- Heather and Emma have hosted two NMP class sessions with area producers. These are continuing on Thursdays for several more weeks.

● **Long Island Sound Futures Fund (LISFF) Watershed Planning:**

- Isabel attended a training on RBEROST (a nitrogen application estimation tool) on 12/16.
- Emma, Cory, and Isabel met with Brendan Noons (UVM Extension) about workshops for this project on 12/23.

- Emma has continued to plan a series of workshops and demonstration days to take place throughout the coming year, both in Windham County hosted by us and in the broader project area hosted by partner organizations but funded through our NFWF grant.
- An invoice for work completed during December was submitted. Our November invoice was paid.
- **NRCC: Tactical Basin Planning:**
 - Isabel attended the Connecticut River Watershed Partnership meeting on December 10th
 - Isabel attended the VT Wetland Rules Hearing on 12/15 and the Vermont Association of Wetland Science’s wetland rules discussion on 1/8.
 - Isabel met with Ashley Eaten (with the Green Schools Initiative) and Sam Mayne to discuss expanding the Green Schools Initiative outside of the Lake Champlain area on 12/17.
 - Isabel attended the 12/18 and 1/15 Regional Coordination Meetings.
 - Cory presented at a webinar on the Flood Safety Act on 1/22.
- **Grant-in-aid:**
 - Isabel attended the Aquatic Invasive Species and Ecosystem Risk Assessment Symposium on December 10th
 - Cory and Isabel met with Kelly Beerman of CRC to discuss the upcoming Grant-in-aid application on 1/22.
 - Isabel attended the Northeast Regional Invasive Species and Climate Change Network’s webinar on 1/21 on flood water carrying invasive species.
 - Cory has been in communication with the Ames Hill Marlboro Community Center, Great River Hydro, The Lake Raponda Association, The Lake Raponda Foundation and the Town of Wilmington to secure match funding for our application for 2026.
Cory and Isabel have been working on the application, due this Friday.
 - We received payment from DEC on Friday for our final invoice from 2025.
- **Trees For Streams:**
 - Three tree planting projects have been confirmed for funding through TFS. We are still awaiting agreements for the details on these
 - Isabel is planning a Bunker Farm planting with VLT; who has an easement on this land. She visited the farm on 12/17.
- **Vermont Community Foundation:**
 - Isabel organized “Conservation Crafting” at Bobbin and Skein on December 11th

- We received the first payment under this agreement.
- **Watershed Grant:**
 - Cory, Isabel and Abby attended a CISMA meeting to begin working on an application for implementation funding in the Whetstone Watershed on some demonstration projects. This application is due February 4th.
 - Isabel prepared the final report on the previous Watershed Grant. Cory needs to submit this report and a final invoice to Vermont Fish and Wildlife.
- **SE VT CISMA:**
 - Isabel and Abby met with Sam Pierce (VLTs Americorps) on 1/22 to discuss the end of last season and the plans for this year.
- **WUV Workforce Capacity Building Grant:**
 - Cory completed the reporting to WUV for our grant agreement that ended 12/31 and submitted the final invoice under this agreement.
 - We have an executed agreement in place and have submitted the invoice for payment #1 on the new 2-year agreement.
 - Subcontractor approval was completed for Structural Integrity to continue their work with us using these new funds. A subagreement has been executed.
- **NFWF Forest and Rivers Fund Grassland Bird Project:**
 - Cory, Cat Abbott and Binee Hershon reviewed applications and conducted interviews with four candidates for the grassland bird avian technician position. Cory completed reference checks and a job offer has been sent (conditional upon board approval). We're waiting to hear back, but we do have another candidate we really like if we're turned down. We're planning on this person starting March 12.
 - Cory organized a meeting of the steering committee where we discussed a possible proposal for a SARE grant to support further outreach and education under this project as well as some research to refine our methods. The Vermont Center for Ecostudies is asking us to serve as the grant applicant and manage these funds. The steering committee decided this was too short of notice (about 10 days) to put this together this year and we're asking VCE to hold off on this until 2027.
- **Whitingham WISPr**
 - We received payment on our invoice from WRC.

- The bill from Delta Forest Services has been paid.
- Cory submitted additional reporting details to WRC.
- **NRCC DM Representative:**
- **MARC Enhancement Design and Implementation Block Grant Lake Raponda Shoreline Erosion Control Final Design Grant**
 - A subagreement has been executed with DuBois & King to continue their work on this project. They will develop 100% designs for this project over the next 6-8 months.
- **MARC Enhancement Design and Implementation Block Grant SEVCA Stormwater and Wetland Restoration Preliminary Design Grant**

Other:

- Isabel submitted a proposal to work with a student team at Dartmouth on Rock River project planning. Cory and Isabel met with the professors on 12/11 to discuss the proposal. The proposal was selected! Cory and Isabel met with this team on 1/14 and will meet with them over the course of two semesters to plan these projects. The first meeting was on 1/16, where students selected three projects to focus on.

**note: please see below for a summary of current grant agreements and an acronym list.*

Reference Materials *

**Not updated monthly, only as grants change status*

Current Grant Awards:

- **MARC Enhancement Design and Implementation Block Grant Lake Raponda Shoreline Erosion Control Final Design Grant**
 - Grant runs until 12/31/27 with all work required to be completed by 10/31/27. Provides \$44,586 to complete final designs for the set of water quality management practices identified last year during the preliminary design round. Since we worked with DuBois & King on the preliminary design round, our procurement policy allows us to execute an agreement with them for this round of design work without going to bid again.
 - Cindy Ingersoll and Chris Yurek at MARC are the grant contacts.

- **MARC Enhancement Design and Implementation Block Grant SEVCA Stormwater and Wetland Restoration Preliminary Design Grant**
 - Grant runs until 12/31/27 with all work required to be completed by 10/31/27 Provides \$26,572 to complete initial site analysis, alternatives analysis and 30% designs for a preferred set of alternatives at the Southeast Vermont Community Alliance facility in Westminster, VT, near the Henwood Hill Marsh. We'll need to post a RFP for this project.
 - Cindy Ingersoll and Chris Yurek at MARC are the grant contacts.

WRC WISPr Funding

- **This award utilizes funding from the Town of Whitingham up to 10% of the cost of the recently installed wastewater treatment facility (~\$300,000) for natural resources projects in the town. Windham NRCD is working with WRC, DEC and the town to identify projects to fund with these funds. Our current subagreement with WRC only supports a buffer planting and invasive species management project along VT-112 in Whitingham at the municipal lot and the Wastewater Treatment Facility.**
- **The current subaward is for \$25,192.71 and runs from 2/27/25 - 11/1/27.**
- **Most of these funds will flow to a licensed applicator performing three successive cutting and/or herbicide applications and a planting crew (likely Redstart who gave us a quote), but some funds are held for staff time managing the project.**
- **Future awards may be executed if suitable projects can be developed. Funds will support Final Design and Implementation, but not preliminary design.**
- **Margo Ghia at WRC is the contact for this agreement.**

NRCC One Time Core Funding

- **Our proposal was partially funded for \$9,858.02. Funded items include:**

- **Laptop**
- **Office Printer**
- **Project Screen**
- **Office Chairs**
- **Logo and Outreach Materials**
- **Financial Consultant (additionally funding to be paired with WUV funding)**
- **All funds must be spent by 6/30**
- **Receipts are required for all purchases, but we have flexibility on breakdown of spending and can include staff time as an expense at billable rate.**
- **Clare Ireland is the contact for this grant**
- **An amendment was issued on 4/29/25 for an additional \$4,903 to fund the purchase of a kayak trailer and kayaks or canoes.**

NRCC Trees for Streams Enhanced Survivorship Award

- **This is a block grant administered by NRCC. Jess Miller is the contact at NRCC for this program.**
- **Agreement runs 1/1/25 to 10/31/25.**
- **Total award of \$2,321.41 for enhance survivorship activities at two past TFS sites: Meadows and Otter Lane.**
- **Funds 32 hours of staff time, mileage and \$695 in supplies.**
- **Isabel Bowman is project manager for this project.**

NRCC Trees for Streams Whetstone Woods Planting

- **This is a block grant administered by NRCC. Jess Miller is the contact at NRCC for this program.**
- **Agreement runs 4/1/25 to 5/30/25. Reporting and final invoice due to NRCC by 6/13/25. Total award is for \$2,953.70 on an expense reimbursable basis.**

VACD Micro Wetland Planning and Prioritization

- **This is a grant held by VACD with the National Fish and Wildlife Foundation's Long Island Sound Futures Fund.**
- **We have a subagreement with VACD for \$4,044.05 to fund design work on wetland restoration projects at three sites in the Williams River Watershed.**
- **This agreement funds 75 hours of Isabel's time to work on these designs. Work must be completed by 10/31/25.**

NRCC Project Development

- **This is a block grant administered by NRCC. Lina Smith is the contact for this grant.**
- **We have an award of up to \$6,586.43 in staff time and mileage to complete project development activities for 13 sites on the Rock River.**
- **Isabel will be taking the lead in completing these activities, which will include:**
 - **Outreach to landowners, typically by mailing**
 - **Site visits for interested landowners**
 - **Coordination with DEC staff to develop selected sites for applications for preliminary design funding.**
- **The grant runs 10/1/24 – 3/1/26**

Watersheds United Vermont Workforce Capacity Development Grant

- This 18-month agreement funds a variety of capacity building purchases and investments. The primary components of this are:
 - Funding for a new website
 - Purchase of a storage shed
 - Strategic Planning including a consultant
 - Financial assistance including hiring a consultant to help us set up a better system
 - Creation of emergency and transition plans for district staff.

- Professional development for staff, including wetland delineation training for Isabel
- Lyn Muno and Tobiah Schulman at WUV are the contacts for this grant.
- 90% of funds will be paid up front, with the remaining 10% upon completion of all grant activities. Agreement includes a claw-back provision if we fail to spend some of the money on eligible expenses.

NRCC: Core Agreement (FY25)

· Block grant administered by NRCC, current agreement has been signed and is awaiting execution for \$35,500. The agreement runs 7/1/24 through 6/30/25. Deliverables on the agreement are:

- § FY25 Work Plan and Budget
- § FY24 Project Results Reporting
- § FY24 Financial Reporting
- § Supervisor Election Process
- § NRCC Supervisor Union Representation

· In addition to these deliverables, the agreement lists “operational standards” that the district is expected to maintain. These are:

- § Maintaining an updated natural resource assessment for the district to provide basis for project and program development.
- § Developing projects and programs addressing resource concerns and securing of grants, contractual agreements or other financial support needed to support implementation.

§ Executing annual supervisor election processes, including posting legal notice holding annual board seat elections or appointments and updating the board directory.

§ Holding regular board meetings and annual meeting

§ Maintaining updated policies and procedures

§ Providing monthly financial reports for review by Board of Supervisors or Board Treasurer, including Balance Sheet, Profit and Loss Report and Check Register

§ Conducting annual performance assessment and annual employee performance reviews

§ Providing annual financial and performance accountability to NRCC.

§ Clare Ireland at NRCC is the primary contact for this grant.

§ Key due dates:

§ Executed Subagreement – 7/1/24

§ FY26 Budget for NRCC and Legislative Advocacy Work – 7/22/24

§ FY24 Work Plan and Budget – 9/15/24

§ FY24 Projects and Financial Reporting – 9/15/24

§ Supervisor Election Process – 12/15/24

§ Updated Supervisory Directly – 1/31/25

NRCC: Basin Planning (FY24)

This is a block grant administered by NRCC. Timeline is July 1, 2023 – June 30, 2024. Our award was for \$21, 555 in funding to support a variety of water quality work and regional coordination, including:

- Running the Local Working Group process
- Attending annual meetings of the LRA, CRC, GRWA and conducting outreach to these and other watershed groups.
- Plan and run a Nitrogen-reduction working group (this will pair with the LISFF project if funded)
- Technical Assistance to non-ag landowners in littoral and riparian settings.
- Support for the basin planning process in Basin 12 (Deerfield).
- Public outreach and education regarding the Lakewise Program at Lake Raponda, South Pond and Sadawga.
- Public outreach and education regarding riparian stewardship through tabling at public events, such as the Guilford Fair and the Herrick’s Cove Wildlife Festival.

NRCC Basin Planning (FY25)

This is a block grant administered by NRCC. Timeline is July 16, 2024 – July 15, 2025. Clare Ireland is the primary contact at NRCC for this grant (with Jess Miller filling in while Clare is on maternity leave) Our award was for \$28,330 in funding to support a variety of water quality work and regional coordination, including:

- Participation in monthly regional coordination meetings by Cory and Isabel.
- Participation by staff in meetings with key stakeholders including the Lake Raponda Association and the Green River Watershed Alliance to increase education and outreach on natural resource restoration and protection needs and opportunities through coordination on opportunities for projects and information sharing. Meetings with other stakeholder groups as opportunities arise to develop new public access greeter programs along the CT river. Also funds participation in the Southeast Vermont Cooperative Invasive Species Management Association steering committee, attendance at Watershed United Vermont’s Annual Meeting, West River Restoration Meetings, the Scaling Up Dam Removals Workgroup meetings and the 30x30 workgroup meetings.

- Creation of a district-led Newton Brook workgroup aimed at identifying obstacles to implementation of restoration practices to improve water quality to plan watershed-level monitoring and restoration efforts. Launch a limited water quality testing program on Newton Brook with partners including Connecticut River Conservancy (CRC).
- Tabling (including with the stream table) at public events including Brattleboro’s First Friday Gallery Walks, CRC’s Riverfest, Mount Snow Wildlife Festival and the Herrick’s Cove Wildlife Festival. Staff will also conduct outreach and education to the Lake Raponda, South Pond and Sadawga lake communities regarding the Lakewise Program.
- Continued work on the “Adopt A Storm Drain” Program in Brattleboro.
- 2 workshops on topics such as rain gardens, rain barrels or benefits of riparian buffers.
- Outreach to businesses about best management practices for land along rivers, with the focus being on women and minority-owned businesses.
- Technical assistance to non-agricultural landowners to help the protect water quality, improve flood resilience and support littoral and riparian habitat through appropriate stewardship.
- Targeted outreach to forest landowners to support adoption of agroforestry management practices and to promote the district’s skidder bridge program.
- Host a Vermont Invasive Patrollers Workshop to train members of the public on aquatic invasive species identification and reporting procedures.
- Refer water quality concerns to appropriate staff at DEC and VAAFMM.
- Respond to initial contacts from land owners to support identifying and developing future projects for the district’s project development program.
- Support Tactial Basin Plan Development by reading and reviewing draft plan and providing feedback and hosting public comment sessions.
- Training for staff including Rivers and Roads Training and Watershed Forestry Partnership’s Annual Conference.

Ellis Brook Floodplain Restoration and Berm Removal Implementation

- This is a block grant administered MARC for clean water restoration projects. MARC has awarded us funds to complete the berm removal and buffer plantings on a property in Dover and

Wilmington. Mary Nealon and Bear Creek Environmental were contacted to complete the design work and will likely be contacted to oversee the berm removal. We have an executed grant agreement for this project for a total of \$95,195 and all deliverables must be completed by 12/31/24.

Dummerston Covered Bridge Access Erosion Gully Design Project

- This is a block grant administered by the Mount Ascutney Regional Commission, using clean water block grant funding from the State of Vermont. We have been awarded \$17,496.96 to create final designs for the creation of a safe access to the river at the Dummerston Covered Bridge on the West River. The primary contact for this grant is Chris Yurek.
- We have an agreement with Watersheds United Vermont for the implementation of this project. This award is for up to \$39,763 and deliverables must be completed by 9/30/25.

Brattleboro Farmers Market Rain Gardens Preliminary Design

- This is a block grant administered by the Mount Ascutney Regional Commission, using clean water block grant funding from the State of Vermont. We have been awarded \$20,065.05 to create preliminary (30%) designs for the creation of 5-8 stormwater best management practices (BMPs) for the treatment of stormwater before it reaches the Whetstone Brook. The primary contact for this grant is Chris Yurek.

Southeast Vermont CISMA (these are grants that the district holds but that CISMA partners assist with implementation)

Windham Foundation

- This is a direct grant to Windham NRCD from the Vermont Community Foundation. This \$3,000 award funds:

- Assessments of town forests, public parks and public-facing businesses for woody invasives.
- Coordination of community workdays to address infestations

- Funding for AIS surveys at Harriman, Somerset and Raconda.
- Funding for the Harriman Greeter Program.

NRCC: Ag-CWIP

· This is a block grant managed by NRCC. Emily Nummer is the primary contact. The four-year agreement runs from November 1, 2022 through June 1, 2026. This grant funds:

§ Outreach and education efforts focused on clean water and healthy soils, including workshops for producers and the public.

§ Technical Assistance to producers aimed at supporting practices that protect and restore water quality and soil health; includes on-farm visits by staff as well as coordinating farm teams meetings to develop broad support for producers with partner agencies and nonprofits.

§ Soil sampling assistance

§ Purchase of soil probes to create an equipment library for producers to borrow as needed.

§ Conservation Practice Surveys

§ The purchase of capacity building equipment including cell phones, grant management software and GIS.

American Farmland Trust RCPP

○ American Farmland Trust has an RCPP agreement to implement regenerative soil health practices throughout New England. We have a contract with AFT for Windham NRCD to host a 0.5 FTE conservation planner position to complete work in Windham, Bennington and portions of Windsor counties.

○ Invoices are due monthly for our costs.

○ Total contract is for \$200,000 and runs through 9/30/2026.

Vermont DEC Grant in aid: Aquatic Invasive Species 2024

This funding source from the Vermont Department of Environmental Conservation supports greeter programs and aquatic invasive species survey and removal efforts. Kim Jensen is the primary contact at VT DEC for this work. Olin Reed is the primary contact for support with greeter training and the Survey 123 Application for data management.

Our award includes the following funding:

Water Chestnut Survey and Removal at four sites - \$23,989

Harriman Reservoir Greeter Program - \$6,082

Somerset Reservoir Greeter Program - \$6,000

Lake Raconda Greeter Program - \$20,280

South Pond Greeter Program - \$11,700.

NRCC DM Rep

This small agreement with NRCC pays for Cory to act as District Manager Representative. Cory attends statewide coordination meetings, helps plan and facilitate district manager meetings and works to support better collaboration between district managers and with state and federal partners. The agreement runs from July 1, 2024 – June 30, 2026. Clare Ireland at NRCC is the contact for this grant.

National Fish and Wildlife Foundation – Long Island Sound Futures Fund

- We have an executed agreement with the National Fish and Wildlife Foundation for the below work:
- Working with Marie Caduto and Marli Rupe (DEC) on an application for a 3-year planning project to begin development of nitrogen reduction modeling for ag practices in the CT River Valley. Project would bring together state, federal and district staff along with researchers from UVM, UNH and Dartmouth to identify practices for Nitrogen reduction on farms. Part of this project will include stakeholder meetings with producers to help build a framework for N reduction practices that are compatible with CT River Valley farms. This could potentially lead to a multi-year implementation project in the future. Proposal would provide \$32,000 for Windham NRCD to serve as the coordinator for the Vermont portion of the project.
 - Application was submitted May 19. We ended up having enough match from VT DEC, NH DES, UNH-Extension, UVM-Extension and other partners to not need any matching funds of our own. This may prove useful down the road if we want to use Ag-CWIP as match for another program proposal. The final proposal was for \$418,596. Much of this will be subcontracted to partners

National Association of Conservation Districts Technical Assistance, Education and Outreach Grant

Windham NRCD partnered with White River NRCD and Bennington NRCD on a application to this funding source to support increased outreach, education and technical assistance to producers. Our application was partially funded for \$291,000. We are using these funds to support adding an agricultural resource specialist who will work with Heather (~\$50,000). Other funds are supporting an engineer in the Rutland office who will support NRCS work throughout the South Zone. Josh Carvajal is the engineer doing this work. We have an agreement executed with White River NRCD as a sub-recipient.

Jennifer Byrne is the contact for this grant.

Pending Grant Awards:

Whitingham WISPr (Water Infrastructure Sponsorship Program)

-The Town of Whitingham is in the process of replacing their wastewater system. This program will provide the town with savings on their clean water revolving fund loan for up to 10% of the total project cost if they spend the same amount on clean water projects during the project timeline. Windham NRCD and Windham Regional Commission have been partnering to develop a suite of projects to take advantage of these funds. The timeline for this work and specific guidance is still being developed by DEC, but we anticipate beginning work in June of 2024. WRC has agreed to serve as the fiscal agent for these funds (will likely be around \$350,000). The district will have significant opportunities to develop and oversee natural resources projects, as there will be too much work in too short of a time for WRC to do the work themselves.

Grant proposals and other opportunities

Japanese Stilt Grass Early Detection Rapid Response

Submitted a proposal for additional funding to continue the mapping and removal efforts for stilt grass. The final proposal is for a 2-year, \$31,221.60 proposal that would support 200 hours per year for Isabel to serve as point person and coordinator on early detection rapid response efforts, 160 hours per year for a seasonal staff person to work on invasives mapping and removal, and funding for contractors to assist with mapping and removal and chemical applications where appropriate. Rachel Cliche at Silvia O Conte NWR is the contact person for this grant.

Windham County Natural Resource Conservation District Minutes

Wednesday, December 10th, 2025, 6:30 pm

Brattleboro USDA Office, 28 Vernon Street, Suite 332, Brattleboro, VT 05301

Virtual Zoom

Present: Cory Ross, Executive Director

Zoom Participants: Meg Kluge, Geof Dolman, Linda Corse, Katie Morrison, board supervisors; Heather Blunk, Agricultural Specialist; Arrow Branwen, Administrative Assistant; Isabel Bowman, Conservation Specialist; Emma Gregg, Agricultural Specialist; Shayne Jaquith, Watershed Restoration Program Manager Nature Conservancy; Olivia Carlson, NRCS Acting District Conservationist South Zone; Alison Spasyk, Lake Champlain Sea Grant Educator; Cat Abbott, Grassland Birds Nesting Project; Marie Caduto, Basin 11 Watershed Planner DEC

- Land Acknowledgement: *We respectfully acknowledge the traditional, ancestral, unceded territory of the Abenaki People, who have stewarded this land throughout the generations.*
- Introductions
- Basin 11 Tactical Basin Plan Update Process with Marie Caduto
 - The basin is Williams River, Saxtons River, West River, chunk of Connecticut River with direct drainage from streams/tributaries in Basin 11, and surrounding towns
 - Test for bugs and fish to get a sense of water quality, most areas decent quality in this basin, good forest and practices
 - A few areas around Chester, Rockingham, Brattleboro, more settled areas have more water quality issues
 - Dams: dam on Saxton's River recently removed.
 - Wrapping up the first draft of the Basin 11 update plan. Last one 2021. Requests from participants about what to know and notice about water quality:
 - Bringing back tributary monitoring
 - Can save producers money in the long run
 - Invasives affecting water quality, manageable in some places, bad in others
 - Highlight certain wetlands that need more data
 - Funding for Gale Meadows greeter
 - Henwood Hill, Retreat Meadows, and Herrick's Cove all have potential for restoration.
 - Sandhill Road wetland in Putney: they're working with Fitzgerald on preliminary design.
 - Temporary bridges causing issues
 - Knotweed on the West river is also a concern, makes it difficult to do tree planting

- Update from Noah Hoffman says that there are populations of stiltgrass in Windham county, Isabel will forward his contact info.
 - Ski area water quality remediation fairly well regulated
 - Henwood Hill marsh in Westminster, just behind Allen Brothers. There was a lot of community concern about water quality issues in Henwood Hill marsh. There was going to be some water quality monitoring to try to address the source of contaminants. Wetlands folks went down and did an assessment, took some samples but haven't added to data, that would be good to add. Cory is doing one project on that marsh with SEVCA.
- Act 121 - Flood Safety Act with Alison Spasyk
 - Working on outreach about the Flood Safety Act. They're here to answer questions, prepare the district for additional outreach from DEC once there are more details about implementation.
 - Meeting at end of January
 - Passed last year in response to 2023 flooding
 - Watershed-wide approach
 - Flooding most costly and damaging hazard in Vermont
 - Established state regulation of river corridor development, national flood insurance program rural towns, no adverse impacts, increase floodwater storage
 - Two year education and outreach effort timeline, gathering input and questions, implementation of rules in 2028
 - Historic approach to mitigating flood hazard:
 - Command and control approach
 - Dredging rivers to keep water in channel, straightening, dynamite, changed course of rivers for mass European settlement
 - Problematic because: rivers undisturbed are smaller, low banks, not as much erosion because weight of water not as great as modern large rivers, increases stream power
 - Relied on national flood insurance program, run by FEMA
 - Many of Vermont's stream and tributaries aren't mapped for this insurance
 - Does not address fluvial flooding, which cause the biggest costs of flooding in Vermont. Only the costs of flooded homes and premises are covered.
 - Trying to map river corridors to reduce exposure to fluvial erosion hazards
 - River corridor protections now under state Agency of Natural Resources; previously up to municipalities to adopt it, but after 2023 flooding, the state decided to take it over and adopt it statewide
 - Act 121 will only apply to rivers draining more than 2 square miles; municipalities can still adopt it for smaller rivers
 - Flood safety act page on website: bit.ly/flood-safety-act
 - Questions:

- Will this impact the executive order about building more housing? Unsure at this time.
 - What about people who already have houses in the river corridor? Will only affect new building and structures, will have to apply for a permit, unsure what that process and criteria will look like
- Draft Letter to DEC Commissioner regarding Executive Order 0625 - Board to Potentially Approve Letter
 - Executive order 0625 intends to increase housing in VT, including decreasing buffers around wetlands to make that happen. Isabel has written a letter responding to proposed changes. It has been proposed to make the buffer smaller, and have no comment period after certain permitting processes. Another impact is on unmapped wetlands. Research shows that wetlands that are .35 to 1.8 acres provide nutrient retention, which increases Nitrogen protection; change in buffer is thus significant. There should be more protection in place for wetlands.
 - People who are making changes today - can ask for the new rules to be applied now and the public won't have a chance to comment.
 - **Motion to approve letter moved, seconded and passed.** Discussion followed.
 - Further stress that houses built in these areas are unsafe and could lead to flooding of these new structures, causing unsafe conditions
- Updated Position Description for Avian Technician - Board to Potentially Approve New Term, Pay and Benefits
 - Avian technician position - weren't able to fill it this past summer. Need to fill the position this year. Have more money to spend on position - can provide a 6 month position and Add \$500/month housing stipend.
 - **Motion to approve changes to Position Description for Avian Technician moved, seconded and passed @ 8:05PM**
- Supervisor Election Process - Board to Potentially Appoint Someone to Board Position
 - **Motion to Re-appoint Linda Corse to Board Position for a 5 year term beginning January 1, 2026 moved, seconded and passed @ 8:07PM**
- VACD Updates
 - Annual Meeting Report
 - A good meeting, well attended, reports and discussion about dues updates was difficult
 - Windham County NRCD was highlighted with awards!
 - Bylaw changes couldn't be voted on due to not meeting the current by-laws requirement of 2 weeks prior notice.
 - Discussion about Act 59: Remains a fraught issue
- Strategic Planning Update - Board to Potentially Approve Strategic Plan

- **Motion to Approve Strategic Plan moved, seconded and passed @ 8:14PM**
- Monthly Report on District Activities
 - Application to WUV for Workforce Capacity Approved. \$35000 over 18months, Structural Integrity, funding for computers
 - Application approved for Riparian Stewardship cohort, more than we thought, \$29.5K
 - Americorps position filled: Abby Reed
 - Welcome lunch for anyone wanting to meet her

Motion to accept August 20th, September 10th, & November 4th minutes moved, seconded and passed @ 8:24PM

- Suggestion to have Arrow take future minutes so other staff and board members can focus on the meeting.
- Next meeting January 14th, 6:30PM, at Geof's

A motion to move into executive session at 8:30PM was moved, seconded and passed.

A motion to exit the executive session at 8:38 AM was moved, seconded and passed.

A motion to find the Executive Director's Performance Satisfactory and advance him to the next step on the district's pay scale in the pay and benefit policy was moved, seconded and passed.

Motion to adjourn at 8:40 PM was moved, seconded and passed.

Respectfully submitted,

Arrow Branwen