

2024 DEC Woody Buffer Block Grant to Watersheds United Vermont Guidance Document

Grant Dates: Site Specific Applications are due on **October 20, 2023**. There will be additional grant rounds, available on a rolling basis. Currently accepting applications for Spring and Fall 2024 Plantings

Purpose: This grant opportunity through the Vermont Department of Environmental Conservation Woody Buffer Block Grant (WBBG) is for organizations to implement high priority, cost-effective, native riparian woody buffer plantings. This WBBG will support the implementation of forested woody buffers using native vegetation. Riparian forest buffers must be of sufficient width, intercept sediment, nutrients, pesticides, and other materials in surface runoff and reduce nutrient and other pollutants in shallow subsurface water flow. Projects involving the installation of woody buffers along rivers and streams must have a minimum buffer width of 35 feet and a minimum planting density of at least 300 stems/acre. Projects must use native woody vegetation. Stem selection considerations must include species adapted to the soil and climate of the planting site, Trees should be tolerant of extended periods of flooding, should have moderate to aggressive root and crown spread to occupy the site quickly and provide adequate litter fall, and should be resistant to pests and herbicides.

WUV has two additional sources of funding to support riparian buffer plantings for 2024 through a National Fish and Wildlife Foundation (NFWF) grant and through the private company Pur Projet. As part of this grant application, please indicate to us if you are interested in additional funding through these grant programs instead of or in addition to the WBBG funds. If this is the case, we will contact you directly to see if you are interested and confirm that these funds will work for your site.

Implementation Requirements

Site Requirements and Performance Measures:

1. Site location or strategy identified in Tactical Basin Plan or River Corridor Plan (or with approval of DEC Watershed Planner).
2. Must have at least 10-year O&M agreement
3. Performance Measures: acres planted and linear feet
4. All sites need to be checked with DEC watershed planner and river scientist and entered into watershed database

Buffer Requirements:

1. Must be at least 35'
2. Need to have at least 300 stems per acre
3. Must use native woody vegetation
4. Must include species adapted to the soil and climate of the planting site
5. Should have moderate to aggressive root and crown spread to occupy the site quickly
6. Should be reasonably resistant to pests
7. Adherence to the USDA NRCS Forest Buffer Standards

Additional Recommendations:

1. Stock from Vermont grown nurseries

2. 3 to 5-foot trees (both this and the above recommendation have been shown to lead to lower mortality)
3. Wider buffers (50 feet) where appropriate and possible
4. More stems per acre (400) for certain sites

Organizational Requirements

1. Proof of Liability Insurance: Your group must provide certificate of insurance to show that the following minimum coverage: \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate \$1,000,000 Products/Completed Operations Aggregate, \$1,000,000 Personal & Advertising Injury.
2. DEC Contractual Requirements: Appendix 1. Please review this section required by DEC for all subgrants and subcontracts. If site specific planting funds are awarded, you will be required to follow these requirements and these requirements must be passed down to any subcontractors through this grant.

Approvals for Site Selection and Assistance with Site Selection and Planting Protocols

All sites selected must be part of the applicable Tactical Basin Plan strategies and/or identified in a River Corridor Plan. You will need approval from the applicable DEC Basin Planner for the planting project and the project will need a Watershed Project Database number. If the planting project was added into the database as part of a larger plan (River Corridor Plan), **you will need a new Watershed Project Database ID that is specific to the planting site.** You will also need to contact your DEC river scientist for approval of the planting. This requirement was optional in previous rounds of WUV Woody Buffer funding, but has become a requirement under the 2023 CWIP Guidance. Please give your River Scientist ample time to review and approve your project. If you are not able to receive approval before application deadline, please still submit your application and let WUV know that approval is pending.

Funding Amounts and Match:

Under all of WUV's buffer funding programs (Woody Buffer Block Grant, PUR Projet, NFWF), WUV has ~\$300,000 to be used to plant **at least 30 acres** for site specific plantings. WUV will evaluate projects based on the value of the project and the feasibility of the project. WUV will also prioritize opportunities for groups new to planting or re-establishing planting programs in areas that do not currently have active planting programs. Your organization can apply for multiple sites.

There is no match requirement for this grant. As mentioned above, there are other buffer planting funding sources through WUV and also through programs such as Partners for Fish and Wildlife. We are able to prioritize projects that are willing to be matched with those additional funding sources. We will still ask groups to estimate and track voluntary match under this grant. Some of the WBBG funds **can** be used to match other sources of funding (we will primarily allow match for projects also using NFWF funds). If you would like to use these funds to match against other planting funds, please make sure to indicate this on the application.

New Eligible Expenses for 2024:

This Woody Buffer Block Grant round is now under the [2023 CWIP Funding Policy](#), which results in some minor changes to the this round of Woody Buffer funding compared to what WUV has released in previous years. Tools are now an eligible expense if the tool or equipment is used to assist with implementation of clean water projects.

The parameters for the purchase of tools and equipment is listed under the ineligible expenses section of the [CWIP Funding Policy on pg. 15](#). The full statement from the CWIP Guidance can be seen below:

Ineligible Expense:

Tools and/or equipment, unless intent of tool or equipment is to assist with implementation of clean water projects or to assist with operation and maintenance of clean water projects (in cases where operation and maintenance is eligible). Eligible tool or equipment purchases must have an expected useful life of more than one year. Tools are defined as having a per unit cost of less than \$5,000 and are not subject to DEC's Equipment Purchase Policy. Tools may be sold, or otherwise disposed of with no further obligation to DEC. Items with a per unit cost of equal to or greater than \$5,000 are defined as "equipment" and subject to DEC's Equipment Purchase Policy. See Appendix D. DEC's Equipment Purchase Policy for more information

For Woody Buffer Planting, this means that groups can include tools in their budget. Examples include:

- Shovels
- Planting Gear (gloves, rain gear, planting boots)
- Saw dust and sorting bags for tree storage
- Wagon or carts to transport trees on large sites
- Stakes or flagging to mark planting area
- Items for tree survival/maintenance

All tools must be under \$5,000 and must directly assist in the implementation of the tree planting process. In addition, all tools must have a useful life over 1 year.

The Site Specific Application has a line item for tools, if you are purchasing tools, you must explain all purchases in the budget narrative section so WUV can confirm that these are eligible expenses and meet the above guidelines.

Please note that tool request must be a minor part of total funding request and must be at an appropriate scale of total planting budget for a group.

Project Type Definition, Milestones and Deliverables:

Project Type Definition:

Planting of native woody trees and shrubs within buffer area of rivers/streams, wetlands, and/or lakes. Planting results in a minimum average buffer width of 35-feet and a minimum density of 300 stems per acre. Buffer supports restoration of river corridor/floodplain, wetland and/or lakeshore, filters nutrient and sediment pollution from runoff, and provides habitat benefits. Includes riparian plantings on agricultural lands. Work includes site identification, planting plan development, materials sourcing, site preparation, and planting installation. Sites will be selected for their benefits to water quality and must meet approval of the State (local DEC River Scientist and Basin Planner). Sites will be stable, proximate to water, and high-priority. Permit(s), access license(s)/easement(s), and operation and maintenance plan(s) are in place prior to planting.

Performance Measures:

- 1) Acres of riparian corridor buffer planted/restored
- 2) Linear feet of riparian corridor buffer planted/restored

Project Type	Milestones	Deliverables
Riparian Buffer Planting	<p>Project initiated; proposal/bid solicitations issued and contractor selected (if applicable)</p> <p>Sites and constraints identified, DEC River Scientist and Basin Planner approval secured</p> <p>Developed planting plan (including species type, number, and estimated cost) in accordance with SGA or River Corridor Planning recommendations (if available)</p> <p>10-year (minimum) DEC Operation and Maintenance (O&M) Plan drafted and signed; refer to O&M manual for guidance</p> <p>10-year (minimum) access license or easement (if applicable) drafted and signed by landowner; refer to DEC template for guidance</p> <p>Clean Water Project Sign installed during construction if the project is considered publicly visible.</p> <p>Site preparation activities (if applicable)</p> <p>Buffer restoration planting completed</p> <p>Return of Clean Water Project sign to host site (if applicable)</p> <p>Project complete</p>	<p>Photo(s) of site(s) pre-implementation</p> <p>Signed 10-year (minimum) DEC Operation and Maintenance Plan and Agreement, including map of location of planting and final planting plan (species list and counts).</p> <p>Signed 10-year (minimum) access license or easement (if applicable)</p> <p>Photo(s) of site(s) post-implementation, including photo of Clean Water Project Sign (if applicable)</p> <p>Media announcement</p> <p>Final Performance Report or ANR Online Clean Water Project - Project Closeout Form (once available)</p>

Please see the below **Woody Buffer Block Grant Deliverable Checklist** for details on how to submit deliverables and the timeline required for the grant. This grant is cost reimbursable and WUV can only pay for eligible costs incurred for implemented projects. ***Please refer to the 2023 CWIP Funding Policy for details on project eligibility, eligible expenses, and buffer planting deliverables: [2023 CWIP Funding Policy](#)***

2024 Enhanced Survivorship Treatment Funding

As part of WUV's Woody Buffer Block Grant, WUV is now able to fund woody buffer enhanced survivorship treatment activities. Enhanced survivorship treatment activities are eligible to be performed on sites supported in whole or in part with DEC funds and registered within the Clean Water Project Explorer as "River – Planting" project type or new planting projects under WUV's current Woody Buffer Block Grant not yet entered into the Project Explorer. If you are applying for funding under this round, you can add a budget request for enhancement activities at that site. This request will allow you to be able to fund the following activities at the application site throughout 2024 and 2025:

Non-chemical site preparation activities, weeding and vine removal around the immediate vicinity of stems to help new plantings get established above vegetative competition. Please see below guidance on site-prep, weeding, and vine removal:

Site – Prep: Chemical site-prep and large scale mowing to combat knotweed are not currently eligible activities for this funding, site-prep activities can include:

-Site-prep mowing is if it's within the same footprint of the planted buffer and is used just to suppress competing grasses (i.e. not invasive management)

-Tiling and scraping of site area to expose bare ground

When to weed: Is the vegetation around planted trees dense (or known to be dense) and causing concern for survivability? If yes, to reduce risk of smothering from grasses and other vegetation such as Goldenrod, Reed Canary Grass, and vines, the following are acceptable practices:

- Weed whacking in 4' diameter around planted trees *Planted vegetation should be identified/flagged prior to weeding.
- Passive weeding such as the use of mulch (can do this preventatively)

When to perform vine removal: Vines such as Bindweed, Clematis, or Groundnut may overtop and smother trees and shrubs that have been planted. Are vines growing on young seedlings? If yes,

- Vines should be manually pulled during maintenance visits, especially after planting or until trees and shrubs are large enough not to be overtopped.

Enhancement requests must be included in the budget on the application (there is a specific column for this entry). While there is no limit to the request for enhancement funding, we anticipate costs to be ~400-600/acre of planting.

Enhancement activities can happen during the planting year (2024) and throughout 2025.

National Fish and Wildlife Foundation (NFWF) & PUR Projet Funding

For this round of funding, DEC woody buffer funding can be matched with the 2 other planting funding sources that WUV holds. In the woody buffer application, WUV asks applicants if they would be interested in receiving the two following grant sources to match with their DEC Woody Buffer Funding. Please review the 2 grant sources to help understand if your group can utilize them. Please note that PUR Projet and NFWF funds can also be accessed as standalone funding sources. If you are interested in these funds as standalone sources, please contact WUV directly.

PUR Projet Funding Details:

- PUR Projet is a company specialized in the development of agroforestry community projects, and distribution of environmental services, in particular for companies willing to voluntarily participate in planting activities.
- PUR Projet funding overview: The purpose of the program is to implement tree planting for watershed health and ecosystem services. WUV has a contract with PUR Projet to subgrant funds to watershed groups and partners to implement tree planting projects with a primary focus on planting agricultural properties
- PUR Projet funds can be paired with DEC Woody Buffer and NFWF Funds, these funds can't be paired with funding sources that use the number of stems planted as the performance metric
- Funds must be used on private land with engaged landowners (agricultural properties are preferred)

National Fish and Wildlife Foundation (NFWF) Funding Details:

Implement and Enhance Streamside Forests to Improve Riparian Habitat:

- Funding Overview: Funds to restore and manage forested riparian buffers in targeted high priority areas for eastern brook trout to improve and sustain habitat quality over time. *Project will protect and restore healthy forests and rivers that provide important habitat for freshwater mussels and fish, native turtles and birds, and pollinators*
- Available Funding: **\$85,000** for 2024
- These funds are held by the Natural Resource Conservation District with a subgrant to WUV. WUV and NRCD are partnering to distribute the funds (total grant is \$200,000, WUV's portion to grant out is \$85,000)
- Match Requirement: 1 to 1 match requirement on funds
- PUR Projet and DEC Woody Buffer funds can be used as match with this funding
- Grant focuses on using enhancement techniques to improve survivability of plantings over time and funds can be used for that purpose (monitoring, weeding, replanting)

If you are interested in NFWF or PUR Projet funds to match with your DEC Woody Buffer request, please make sure to indicate this on your application – there is a specific question asking whether you are interested in these funding source. The Woody Buffer application will also prompt you to identify if your planting is in eastern brook trout habitat areas.

WUV 2024 Woody Buffer Block Grant Deliverable Checklist

Application (Due October 20, 2023)	
1. Complete Site Specific Planting Application	<input type="checkbox"/>
Site Specific Application is only required if your group is looking for additional site specific funding on top of the allocated amount indicated in the grant guidelines.	

Grant Checklist (Submit Once Site Specific Application is accepted by WUV)	
1. Sign WUV Grant Agreement	<input type="checkbox"/>
2. Submit Proof of Insurance	<input type="checkbox"/>
3. Submit W-9	<input type="checkbox"/>
4. Completed Subcontractor Approval form(s)	<input type="checkbox"/>

Pre- Planting Deliverables (Submit to WUV before planting begins)	
1. Planting Plan*	
Planting Plan must include the following information:	
Project Locator Map	<input type="checkbox"/>
Stem Count and Species Type	<input type="checkbox"/>
Estimated Total Planting Cost	<input type="checkbox"/>
2 Pre-Implementation Photos	<input type="checkbox"/>
Planting plan MUST confirm that the following grant requirements are being followed:	
Minimum 35-foot buffer	<input type="checkbox"/>
At least 300 stems per acre	<input type="checkbox"/>
Native woody species appropriate to site location	<input type="checkbox"/>
*Planting Plan can be submitted as 1 pdf or word document in whatever format that your organization uses, or you can use the Planting Plan Template	
2. Signed DEC O&M agreement(s) with minimum 10-year O&M plan	<input type="checkbox"/>
3. Acknowledgment of internal landowner agreement between planting group and landowner	<input type="checkbox"/>
4. Any additional subcontractor approval organization any contractors who perform paid labor as part of your tree planting	<input type="checkbox"/>

Post – Planting Deliverables	
1. Completed Final Performance Report Document	<input type="checkbox"/>

<p>2. 2 Post-Implementation Photos</p>	<input type="checkbox"/>
<p>3. Planting Invoice(s) Breakdown of costs including trees/shrubs, contractors, staff time with hourly rate, and indirect. Provide receipts/invoices for any expenses</p>	<input type="checkbox"/>
<p>4. Final Match Form 430-M (if applicable)</p>	<input type="checkbox"/>
<p>5. Press Release (may be grouped by sub-grantee and not individual project)</p>	<input type="checkbox"/>

Appendix 1: DEC Subgrant and Sub Contractual Requirements (your organization must also include this language in any subcontracts under the WBBG)

1. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

2. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 et seq. If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

3. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

4. Taxes Due to the State:

A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

B. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

5. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

A. is not under any obligation to pay child support; or

B. is under such an obligation and is in good standing with respect to that obligation; or

C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

6. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

7. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises – Operations

Products and Completed Operations Personal Injury Liability Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage

shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Certification Regarding Use of State Funds: If Party is an employer and this Agreement is a State-funded Grant in excess of

\$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

10. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

11. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside continental United States, except with the express written permission of the State.

12. Taxes Due To The State:

a. Contractor understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

b. Contractor certifies under the pains and penalties of perjury that, as of the date the contract is signed, the Contractor is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

c. Contractor understands that final payment under this contract may be withheld if the Commissioner of Taxes determines that the Contractor is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

d. Contractor also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Contractor has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Contractor has no further legal recourse to contest the amounts due.

13. Child Support: (Applicable if the Contractor is a natural person, not a corporation or partnership.) Contractor states that, as of the date the contract is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan

Contractor makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Contractor is a resident of Vermont, Contractor makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

14. Subcontractors: Contractor shall not assign or subcontract the performance of this agreement or any portion thereof to any other contractor without the prior written approval of the State. Contractor also agrees to include in all subcontract agreements a tax certification in accordance with paragraph 11 above.