| MnDOT logo | MnDOT Agreement No.       |
| --- | --- |

LIVING SNOW FENCE AGREEMENT

| First Winter Season of Protection2019-2020 | Trunk Highway | Drift Identification      | Control Section      | Plow Route #      | Reference Post      to       |
| --- | --- | --- | --- | --- | --- |
| County | Truck Station | Township Name      | ¼       | Section      | Township      | Range      |
| Participant(s) will provide a living snow fence set back       feet from the Right of Way line of the above Trunk Highway, in the area indicated on the diagram on the reverse side of this form.The Minnesota Department of Transportation (MnDOT) will pay Participant(s) according to Section 1 Payment Formula, if MnDOT certifies that the Participant(s) have met the terms and conditions of this Agreement. Through this agreement, Participant(s) grant MnDOT rights of ingress and egress on Participant(s) property as needed to install and maintain the living snow fence, including vegetation management, if deemed necessary by the MnDOT Area Maintenance Engineer. Ingress and egress will be at a mutually agreed upon location and time as shown in the plan diagram. Participant(s) will avoid intentionally damaging the living snow fence. MnDOT may deduct repair costs from the annual payment to Participant(s) if MnDOT determines the Participant(s) have intentionally and excessively damaged the living snow fence.Participant(s) will perform weed control in a manner that does not harm the living snow fence health and function.  |

1. PAYMENT FORMULA

(Round all numbers to the second decimal point)

1. The length of the living snow fence =      lineal feet.
2. Living snow fence annual compensation is provided for the land needed for; planting, protection from agricultural equipment/chemical damage, providing weed control, providing snow storage, and the inconvenience of farming around it.

Annual compensation for living snow fence of $       per lineal foot of living snow fence installed for       lineal feet, for a baseline payment of $      .

1. The baseline payment (*p0*) will be annually adjusted by the Producer Price Index for Farm Product Commodities. MnDOT agrees to not pay less than the baseline payment dollar amount at sign up for the remaining life of this agreement.

The Farm Product Price Index ($WPU01\_{0}$) from year prior to sign up 161.5.

a. Annual payment in year (t).

$$P\_{t}=P\_{0}\left(\frac{WPU01\_{t-1}}{WPU01\_{0}}\right)$$

Example: Payment in Year 5.

$$P\_{5}=P\_{0}\left(\frac{WPU01\_{5-1}}{WPU01\_{0}}\right)$$

The Farm Product Price Index WPU01 values can be obtained by visiting the MnDOT living snow fence website at: [http://www.dot.state.mn.us/environment/livingsnowfence/forms.html](http://www.dot.state.mn.us/environment/livingsnowfence/forms.html%22%20%5Co%20%22MnDOT%20Living%20Snow%20Fence%20Agreement%20Website)

MnDOT will pay the appropriate amount on or before April 30th each year of this agreement.

1. TERMINATION

If the Minnesota Legislature does not appropriate funds required for this agreement, MnDOT may terminate this Agreement by giving 30 days written notice to the Participant(s).

MnDOT may, at its own cost, remove the living snow fence if MnDOT determines:

* Legislative funding is not made available as described above
* The living snow fence is no longer needed; or
* The land surrounding the living snow fence is developed to prevent blowing snow

If any of these situations occur and MnDOT determines the agreement should be terminated, the Participant(s) may choose to keep the living snow fence to use for their property enjoyment and assume full responsibility for its care.

The Participant(s) may terminate this Agreement by giving 30 days written notice to MnDOT if MnDOT fails to properly maintain the living snow fence per United States Department of Agriculture National Agroforestry Center best management practices. In that case, MnDOT must remove the fence no later than 60 days after receiving notice from the Participant(s).

1. RENEWAL

At the end of this Agreement, MnDOT will bear the cost of clearing and grubbing the living snow fence and restoring the site, if MnDOT and the Participant(s) choose not to renew the Agreement. This obligation survives the end of this Agreement.

1. Length of this Agreement is       years.

Agreement period starts on the date on which all the necessary signatures for executing this Agreement have been obtained.

Payments made from State fiscal years       to

## Inspected And Approved For Payment:

**Year Initial $ Year Initial $ Year Initial $**

20                  20                   20

20                  20                   20

20                  20                   20

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20                  20                   20

**FOR MnDOT LIVING SNOW FENCE COORDINATORS USE**

1. TRANSFER OF LAND
2. Participant(s) must notify MnDOT within 30 days when a new owner purchases an interest in, or obtains the right to occupy and use, the land subject to this Agreement. In order to become a participant to this living snow fence Agreement under the same terms and conditions any new owner(s) must be approved by MnDOT;
3. If any new owner(s) becomes an heir, successor, or assign to the existing living snow fence Agreement, the new owner(s) will assume all of Participant(s) obligations under this Agreement;
4. If the new owner(s) becomes a successor to this living snow fence Agreement, then MnDOT will pro-rate the annual rental payment between Participant(s) and the successor.
5. DATA PRACTICES

As required by Minnesota Statues §16C.15, the Participant’s books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by MnDOT and the legislative auditor.

1. PARTICIPANTS – Signature(s)

**By signing below, Participant(s) agree(s) to the terms and conditions in this Agreement and the information provided in the Payment Formula.**

**Participant(s) may receive a W-9 verification form by registering as a vendor with the State of Minnesota, which requires more information be provided. Participant(s) will receive a 1099 form, which reports the amount received from the State of Minnesota from this Agreement within the calendar year. This may cause Participant(s) to incur a tax liability.**

**Participant(s) have read and understand the terms and conditions of the Agreement and agree to its terms and conditions.**

| A(1). Participants Name: Phone #, Address (Zip Code)                 | (2) Share in %      | (4) Signature      | Date (mm-dd-yyyy)      |
| --- | --- | --- | --- |
| B(1). Participants Name: Phone #, Address (Zip Code)                 | (2) Share in %      | (4) Signature      | Date (mm-dd-yyyy)      |
| C(1). Participants Name: Phone #, Address (Zip Code)                 | (2) Share in %       | (4) Signature      | Date (mm-dd-yyyy)      |
| Signature of Area Maintenance Engineer (with delegated authority)      | Date (mm-dd-yyyy)      |

To be completed by the MnDOT District Business Office

| **Purchase Order No.**  | **Vendor No. & Location No.**  | **Category**  |
| --- | --- | --- |
| FUND:       | FIN DEPT ID:       | APPROP ID:        |
| ACCOUNT: 411006 | PROJECT ID:       | SOURCE TYPE:       |
| TAXABLE: NO Sales Tax |  |  |
| Note to Business Office: | **This signed form serves as the invoice** | **Use the vendor number as the invoice number** |