

**Memorandum of Understanding  
(MOU)**

**Living Snow Fence Partnership Program**

1. **Project Title:** This project is called the Living Snow Fence Partnership Program, (hereinafter “**Program**”). The **Program** is cooperatively funded by the United States Department of Agriculture-Farm Service Agency (hereinafter “**FSA**”) through its administration of the Continuous Conservation Reserve Program – CCRP (hereinafter “**CCRP**”) and the Minnesota Department of Transportation (hereinafter “**Mn/DOT**”). The Minnesota Association of Soil and Water Conservation Districts (hereinafter “**MASWCD**”) and the United States Department of Agriculture-Natural Resources Conservation Service (hereinafter “**NRCS**”) will work in partnership with the **FSA** and **Mn/DOT** providing technical and professional expertise necessary to implement the **Program**.
  
2. **Background:**

A major safety concern on Minnesota’s roadways during the winter months is blowing and drifting snow. The intent of the **Program** is to alleviate this concern by improving snow management. Through its implementation lives are saved. Additionally the **Program** is economically feasible and offers an environmentally sound solution for making transportation more efficient during Minnesota winters.

*Living Snow Fences Save Lives*

From 1984-2001 hazardous driving conditions during the months of November-March resulted in 487 fatalities. Contributors to hazardous driving conditions are snow, severe winds and blowing snow. The end result is slick roads, snowdrifts, and poor visibility. By strategically placing living snow fences on Minnesota roads winter road surface conditions improve. Living snow fences eliminate and/or minimize snowdrifts. Consequently, driver visibility improves dramatically resulting in a reduction of vehicle accidents.

*Living Snow Fences Save Money*

Minnesota incurs significant snow removal costs by plowing and replowing windblown snow. During an average winter season, taxpayers in Minnesota spend approximately \$100 million in snow removal costs, with the Minnesota Department of Transportation expending \$41 million. The economic disruption of closed highways leads to \$17 million in lost Federal taxes and \$8 million in lost State and local taxes. Additionally, the overall impact on commerce as a result of delays caused by snow removal is felt in secondary revenues via lost salaries, sales and taxes. According to Standard and Poor’s financial information services, economic disruption of having to shut down the highways for one day in Minnesota costs \$66 million in lost wages and \$27 million in lost sales.

In comparison, the price of snow removal for roads without and with living snow fences have an average cost/benefit ratio of 17:1 respectively. This fact exemplifies the cost efficiency of living snow fences and substantiates a need for their widespread use in Minnesota. Furthermore, by minimizing snowdrifts, living snow fences help to keep

roads open. Open roads reduce potential delays in commerce of goods and services. Ultimately, reducing snow removal costs will save money for Minnesota and allow it to make better use of the public's money.

*Living Snow Fences Work with Our Environment.*

Living snow fences are barriers made of natural, living materials that are aesthetically pleasing year round. While they serve as visual cues and/or landmarks to help drivers find their way, environmentally the fences offer a good solution to improve snow management. Less salt, fuel and fewer plow and truck trips are needed to keep roadways clear. On the other hand, living snow fences offer many returns. The fences serve as a wildlife habitat, control soil erosion, improve water quality, reduce springtime flooding, and sequester carbon to reduce atmospheric CO<sub>2</sub>. For the landowner, living snow fences can increase crop yields by 10 percent or more, decrease home heating costs and reduce feed costs for livestock.

### **3. Program Description:**

Although the fences generate largely public benefits, their placement frequently occurs on privately owned land. Consequently, living snow fence planting requires voluntary cooperation and participation from the landowner, and includes special sensitivity in their extension and promotion. This **Program** is needed to coordinate the two diverse government incentive and cost share programs currently in effect to encourage living snow fence planting. By working together the ultimate goal of reducing blowing and drifting snow problems on identified sections of Minnesota highways can be achieved. The **CCRP** and **Mn/DOT's** Living Snow Fence programs will be primary focuses for the **Program**.

**CCRP** is a voluntary program that offers annual rental payments, cost-share assistance and incentives to establish long-term resource-conserving covers on eligible land. **FSA** is responsible for administering the **CCRP**. To be a recipient of the **CCRP**, the landowner must be enrolled in that farm program and the land must meet certain eligibility requirements. Assuming eligibility is met, the Commodity Credit Corporation-CCC (hereinafter "**CCC**"), through the **FSA**, makes annual rental payments to the landowner based on the agriculture rental value of the land. In addition, **CCC** provides cost share assistance in an amount equal to not more than 50 percent of the landowner's costs in establishing approved practices. The duration of the contracts range from 10 to 15 years.

**Mn/DOT** also offers and administers a Living Snow Fence program to voluntary landowners. Through the **Mn/DOT** program landowners receive annual compensation for inconvenience and lost efficiency of having to farm around a living snow fence. To ensure the fence remains healthy and vigorous, enabling it to perform its intended function, landowners also receive annual compensation for growing and maintaining the living snow fence. The duration of **Mn/DOT's** living snow fence contract ranges from 10 to a preferable 15 years.

Coordinating both these government incentive and cost share programs requires a joint effort by all parties to raise public awareness, create geographically based county living snow fence working groups, and maintain momentum so that communities will continue to support this viable effort for snow management.

Raising Public Awareness

An initial action by the parties will be to raise public awareness of the benefits of living snow fences. Through local agriculture print and electronic media, service clubs, agency newsletters, presentations to county boards, meetings with legislators, public meetings, field days, etc. the agencies can raise public awareness. By working in concert the agencies speak with one voice. This one voice will become a reliable and trusted source.

Creating Geographically Based County Living Snow Fence Working Groups

Once residents and decision-makers are aware of the value of living snow fences, local working groups consisting of concerned stakeholders can be formed. These individuals will work on an individual-to-individual basis, (both within their organization and the public) building awareness and helping others to envision positive change. It will involve bringing the right people together, building trust, and developing a shared vision. In conjunction with each other, the parties will work to build a strong foundation for action within each of their organizations. Each individual party will assess their organizational roles to ensure they have the authority to make decisions and commit the time and resources needed for this effort. Once their roles have been defined procedures can be established for smooth program management and operations. Local working groups will thereafter be able to implement an even more effective program.

Maintaining Momentum

Finally, to make these efforts work over the long term they need to be based on strong community involvement, commitment, and support (often generated by early and highly visible successes of the first plantings). It takes years for shrubs and trees to grow. Likewise, it may take some time to establish living snow fences in all of the problem spots along a highway corridor. The parties shall continue to work with media and communications personnel to maintain visibility of the **Program** and to generate continued interest to sustain its momentum.

**4. Parties to the MOU:** The following parties, by signing this MOU, intend to cooperate in good faith to accomplish its goals and objectives:

United States Department of Agriculture-Farm Service Agency  
375 Jackson Street, Suite 400  
St. Paul, MN. 55101-1852  
Key Contact: Greg Anderson

United States Department of Agriculture-Natural Resources Conservation Service  
375 Jackson Street, Suite 600  
St. Paul, MN 55101  
Key Contact: Paul Flynn

Minnesota Association of Soil and Water Conservation Districts  
790 Cleveland Avenue South, Suite 216  
St. Paul, MN 55116  
Key Contact: Sheila Vanney

Minnesota Department of Transportation  
Office of Environmental Services  
MS 620  
John Ireland Blvd.  
St. Paul, MN 55155  
Key Contact: Dan Gullickson

**5. Purpose of the MOU:** This MOU is not a legal contract. Its purpose is to define common goals and objectives and to identify the roles of **Mn/DOT, FSA, NRCS, and MASWCD**.

**6. Goals and Objectives: Mn/DOT, FSA, NRCS, and MASWCD** share the following goals and objectives for the proposed **Program**:

- Solve blowing and drifting snow problems along highway corridors.
- Establish a greater number of living snow fences along roadways in an environmentally sound manner while addressing the values of the private landowner.
- Operate a consistent **Program** throughout the state, via publication and promotion of the **Program** in concert with each other.
- Properly design living snow fence projects based on the principles of snow transport as communicated in Catching the Snow with Living Snow Fences, a U of M publication MI-7311-S 1999.
- Demonstrate to the public interagency cooperation in promoting and implementing the **Program**.
- Provide interagency representation and participation in geographically based county work groups.
- Utilize GIS and GPS technology to facilitate interagency coordination and communication.
- Respect landowners, their property rights and their personal relationship with the land, including gaining their support and trust.
- Be considerate of grassland nesting bird habitat issues when designing a living snow fence adjacent to Nature Conservancy, U.S. Fish and Wildlife Service and Department of Natural Resource managed lands.
- Provide aesthetically pleasing and fully functional projects that are well received by the community.
- Annually track the location and number of miles of living snow fence installed.

**7. Roles:** Each agency intends to perform the following.

#### **Mn/DOT Roles**

- Inventory and prioritize blowing and drifting snow problem areas along state highways. **Mn/DOT** shall annually submit targeted areas to the geographically based county work groups.
- Review the Living Snow Fence plan options and determine whether the option accepted by the landowner is acceptable to **Mn/DOT**. In the event the option selected by the landowner is unacceptable **Mn/DOT** shall work diligently with the landowner to find a mutually beneficial solution.
- Enter into Living Snow Fence agreements with the landowner. **Mn/DOT's** annual payments will be based on the **CCRP** contract rates and durations.

- Enter into Cooperative Agreements with the Soil and Water Conservation Districts (hereinafter “**SWCD’s**”). Through Mn/DOT’s Cooperative Agreement Process, **Mn/DOT** will provide compensation to the **SWCD** for administering the design and construction of the living snow fence.
- Annually inspect the living snow fence projects.

**FSA Roles-**The **FSA** is statutorily required to administer the **CCRP**. As part of that role **FSA** will:

- Determine cropland and producer eligibility for **CCRP**.
- Identify the landowners and farm operators of the land where a living snow fence practice is desirable.
- Approve **CCRP** contracts, make annual **CCRP** rental payments, and conduct spotchecks to ensure **CCRP** contract compliance.
- Provide up to 50% **CCRP** cost share assistance to **CCRP** participants for living snow fence installation.

**NRCS Roles-**The **NRCS** is statutorily responsible for certifying that each **CCRP** living snow fence practice is technically correct. As part of that role **NRCS** will:

- Consider the tile lines and inlets/outlets and make necessary determinations as to whether or not tile lines can be rerouted around the living snow fence practice.
- Provide standard specifications for the proper handling and care of plant material prior to, while, and after planting.

**MASWCD Roles-** As the organization representing **SWCD’s** statewide, **MASWCD** agrees that county **SWCD’s** who are interested in delivering the Program should perform the following functions:

- Coordinate meetings with various partners in conservation, such as Pheasants Forever, and the geographically based county work group.
- Make landowner and farm operator contacts.
- Design living snow fence practices to maximize conservation and snow control needs by working with the landowner and farm operator.
- Administer the installation of the living snow fence practice to ensure that the plantings are installed according to **NRCS** standards and specifications and the terms of the **Mn/DOT** cooperative agreement.
- Work with the landowner and farm operator to ensure that the living snow fence is being cared for according to the **CCRP** contract and **Mn/DOT** living snow fence agreement made with the landowner.

**8. Contractual Obligations:** This MOU is not a binding contract between **Mn/DOT, FSA, NRCS, and MASWCD**. Any party may, upon written notice, amend or discontinue its role outlined in the MOU. However, it is the intention of each party to complete the **Program** as described above. Because of this mutual desire to proceed, each party fully intends to make a good faith effort to achieve the goals described above including working together to find mutually beneficial solutions when problems, altered expectations, or other factors impact such parties ability or desire to fulfill their intended roles. This MOU shall become effective on the date of the last signature and shall continue for as long as **CCRP** remains in effect and

Mn/DOT funding is available; however, any party may withdraw from this MOU upon written notification to the other parties.

**9. Non-Discrimination Statement**

The program or activities conducted under this Memorandum of Understanding will be in compliance with the nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments Act of 1972, the Age Discrimination Act of 1975, and America's With Disabilities Act of 1990. They will also be in accordance with the regulations of the Secretary of Agriculture (7 CFR-15, Subparts A & B), which provide that no person in the United States shall, on the grounds of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the U.S. Department of Agriculture or any agency thereof.

**10. Project Oversight:** Through the Minnesota Interagency Living Snow Fence Task Force the parties will meet twice a year. The purpose of the task force will be to monitor overall progress, monitor achievement of **Program** goals, guide development of presentations to be given at national meetings and conferences and other roles to be determined by the task force.

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**11. Signatures**

**Signed:** \_\_\_\_\_  
**Name:** Elwyn Tinklenberg  
**Title:** Commissioner  
Minnesota Department of Transportation  
St. Paul, Minnesota  
**Date:**

**Signed:** \_\_\_\_\_  
**Name:** John Monson  
**Title:** State Executive Director  
United States Department of Agriculture  
Minnesota Farm Service Agency  
St. Paul, Minnesota  
**Date:**

**Signed:** \_\_\_\_\_  
**Name:** William Hunt  
**Title:** State Conservationist  
United States Department of Agriculture  
Minnesota Natural Resources Conservation Service  
St. Paul, Minnesota  
**Date:**

**Signed:** \_\_\_\_\_  
**Name:** LeAnn Buck  
**Title:** Executive Director  
Minnesota Association of Soil and  
Water Conservation Districts  
St. Paul, Minnesota  
**Date:**